

Board of Education Regular Meeting
Monday, July 8, 2024 6:00 PM
Boardroom at Central Office
1700 14th Ave
Nebraska City, NE 68410

1. Call to Order
 - 1.1. Roll Call
 - 1.2. Pledge of Allegiance
 - 1.3. Requests from Board Members to be Absent from this meeting
 - 1.4. Welcome to Visitors and Public
 - 1.5. Approval of Agenda
 - 1.6. Public Comment Time
 - 1.7. Approval of Minutes
 - 1.8. Claims and Accounts
 - 1.9. Financial Report
2. Reports
 - 2.1. Committee Reports
 - 2.1.1. Education, Americanism and Civics
 - 2.1.2. Buildings and Grounds
 - 2.1.3. Finance
 - 2.1.4. Policy
 - 2.2. Superintendent's Report
3. Business
 - 3.1. Non-Action Items
 - 3.1.1. Policy Cycle Reviews
 - 3.2. Action Items
 - 3.2.1. Policy
 - 3.2.1.1. Second Readings
 - 3.2.1.1.1. 6004-Curriculum Development
 - 3.2.1.1.2. 6040-Prekindergarten (Preschool or Early Childhood) Program
 - 3.2.1.2. Policy Revision 3014
 - 3.2.1.3. Policy Revisions per Legal Counsel
 - 3.2.1.4. Policy Adoptions per Legal Counsel
 - 3.2.1.5. Policy Revocations per Legal Counsel
 - 3.2.2. Handbooks
 - 3.2.2.1. Student Handbooks
 - 3.2.2.2. Chromebook Handbook
 - 3.2.2.3. Classified Staff Handbook
 - 3.2.2.4. Certified Staff Handbook
 - 3.2.3. Designation of district representative for 2% Joint County Hearing
 - 3.2.4. Northside Fire Panel
 - 3.2.5. Vehicle Purchase

- 3.2.6. Walk In Freezer at Middle School
- 3.2.7. Maintenance Equipment - mower
- 3.2.8. HVAC Software Subscription
- 3.2.9. Classified Wage Schedule amended
- 3.2.10. Personnel
 - 3.2.10.1. Resignations
 - 3.2.10.2. Hiring

4. Adjournment

PUBLIC PARTICIPATION

INSTRUCTIONS FOR MEMBERS OF THE PUBLIC WHO WISH TO SPEAK:
This is the portion of the meeting when members of the public may speak to the board about matters of public concern.

- **Getting Started:** When you have been recognized, please stand and state your name.
- **Time Limit:** The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may speak only one time, and must limit comments to around 5 minutes. If there are more than 6 individuals who wish to address the board, the 30 minutes will be divided equally between the number of speakers. These time limits may be changed by a majority vote of the board members in attendance to extend the time for a specific item or speaker.
- **Personnel or Student Topic:** If you are planning to speak about a personnel or a student matter involving an individual, please understand that the district has a complaint policy and/or procedures to resolve such complaints and concerns. The Board requests that you follow the policy and procedures before addressing these matters with the Board. Board members will generally not respond to any questions you ask or comments about individual staff members or students.
- **General Rules:** This is a public meeting for the conduct of business. Comments from the audience while others are speaking will not be tolerated. Lewd, obscene, profane, slanderous, threatening and hostile conduct or statements and fighting words (words whose mere utterance entails a call to violence) will not be tolerated.
- **No Action by the Board:** The board will not act on any matter unless it is on the published agenda.

Public Participation at Board Meetings Form
Nebraska City Public Schools Board of Education

PUBLIC COMMENTS

The purpose of “Public Participation” is for the Board of Education to hear comments from the public. Since comments are not on the published agenda the Board will not discuss and/or answer questions during “Public Comments.”

The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around five (5) minutes. In the event more than six individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.

PLEASE PRINT

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

UNAPPROVED MINUTES
Board of Education Regular Meeting
Monday, June 10, 2024 at 6:00 PM
Boardroom at Central Office
1700 14th Avenue
Nebraska City, NE 68410

The Nebraska City News Press and B103 were notified.

Notice was published in the Nebraska City News Press on Friday, May 31, 2024 and on the Nebraska City Public Schools website on Tuesday, May 14, 2024 stating the time and place of the meeting and stating that the known subjects on the agenda were on file and available for public inspection at the District Central Office, 1700 14th Avenue, Nebraska City, Nebraska. Copies of the postings from Tuesday, May 14, 2024 and Friday, May 31, 2024 are attached to these minutes.

This meeting is subject to the Open Meetings Law and Availability of the Agenda pursuant to Nebr. Rev. Stat. Chapter 84, Article 1412(8). A current copy of the Open Meeting Act is posted in the meeting room and the agenda is available.

1. Call to Order

Board President Jim Nemec called the meeting to order at 6:00 PM.

1.1. Roll Call

Kent Blum: Present
Lisa Chaney: Present
Don Loseke: Present
Jeff Frields: Absent
Stacie Higgins: Present
Rob Elson: Present
Jim Nemec: Present
Nick Schmitz: Present
Brent Shanholtz: Present
Present: 8, Absent: 1

1.2. Pledge of Allegiance

1.3. Requests from Board Members to be Absent from this meeting

Order #17130-Motion Passed: Motion to approve the request to be absent from this meeting from Jeff Frields passed with a motion by Jim Nemec and a second by Don Loseke. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

1.4. Welcome to Visitors and Public

1.5. Approval of Agenda

Order #17131-Motion Passed: Motion to approve the agenda for June 10, 2024 passed with a motion by Kent Blum and a second by Lisa Chaney. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

1.6. Public Comment Time

Ben Fedoris addressed the board during Public Comment Time.

1.7. Approval of Minutes

Order #17132 -Motion Passed: Motion to approve the minutes, as presented, from the Regular Meeting on May 13, 2024 passed with a motion by Stacie Higgins and a second by Don Loseke. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

1.8. Claims and Accounts

Order #17133-Motion Passed: Motion to approve the claims and accounts as presented passed with a motion by Brent Shanholtz and a second by Don Loseke. Brent Shanholtz and Jim Nemec reviewed the bills this month and found everything in order. Mr. Fritch will review them again. Questions about a few bills were clarified. Board Member Stacie Higgins asked if the increased legal expenses were impacted by the required policy changes due to recent legislation. Lisa Chaney abstained from voting as she received a reimbursement of lunch funds this month.

General Fund: \$247,846.01; **Payroll Fund:** \$1,205,261.31; **Payroll Benefits Fund:** \$206,574.98; **School Nutrition Fund:** \$83,670.54; **Building Fund:** \$354,444.37; **Bond Fund:** \$154,225.00; **Cooperative Fund:** \$138.00

Kent Blum: Yea
Lisa Chaney: Abstain
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 7, Nay: 0, Absent: 1, Abstain: 1

1.9. Financial Report

Order #17134-Motion Passed: Motion to approve the financial report as presented with the current balance in the treasury being \$6,082,604.63 passed with a motion by Jim Nemec and a second by Stacie Higgins. President Jim Nemec gave a summary of the financial reports. Balances are in good standing with 25% of the fiscal year remaining. Expenses are down and revenue is on track.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

2.0. Reports

2.1. Committee Reports

2.1.1. Education, Americanism and Civics Committee

Lisa Chaney gave a report summarizing the Education, Americanism and Civics Committee Meeting highlighting the development of the new Computer Science class. Kate Sherwin gave them a report updating the committee about the work being done across all content areas this summer.

2.1.2. Building and Grounds Committee

Rob Elson gave a report summarizing the Building and Grounds Committee Meeting highlighting the summer work that is being completed and gave an update on the progress of the larger projects at Hayward and the High School. Jenny Gawart is getting bids for the fire panel at Northside. The freezer was damaged by lightning and the insurance claim is under review.

2.1.3. Finance Committee

Brent Shanholtz gave a report summarizing the Finance Committee Meeting highlighting the review of the monthly financials, benefit administration changes, anticipated expenditures, the energy loan and the athletic budget.

2.1.4. Policy Committee

Don Loseke gave a report summarizing the Policy Committee Meeting highlighting the update given by Jason Hippen that included the Administration team attending a SPED law workshop at KSB, an update on summer reporting and summer school attendance. Numerous policies are being addressed due to recent legislation.

2.2. Superintendent's Report

Jason Hippen gave the report from Mr. Fritch including an update on the fire panel at Northside, advertising for a Health Aid and Maintenance staff and the upcoming opportunities for legislative forums and a town hall with Governor Pillen at Arbor Bank.

3.0. Business

3.1. Non-Action Items

3.1.1. Policy Review Cycle

Administration and the Policy Committee recommended the review of the following policies:

6001-School Organization
6010-Special Education
6010.R1-Special Education Procedure Form
6013-Teaching Controversial Issues
6038-Artificial Intelligence

3.2. Action Items

3.2.1. Policy Cycle Revisions

3.2.1.1. Policy 4070 and 4070.R1- Early Voluntary Separation

Order #17135-Motion Passed: Motion to approve on second and final reading the revisions to Policy 4070-Early Voluntary Separation Program and 4070.R1-Early Voluntary Separation Program Application passed with a motion by Kent Blum and seconded by Don Loseke. Revisions were made to make the language consistent and clear on who is eligible to participate in this program.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.1.2. 6004-Curriculum Development

Order #17136-Motion Passed: Motion to approve on first reading and advance to second reading at the July Regular Meeting the revisions to Policy 6004-Curriculum Development passed with a motion by Stacie Higgins and seconded by Don Loseke. Discussions regarding updating current language prompted this change.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1



3.2.2. Policy Revisions per Legal Counsel

Order #17137-Motion Passed: Motion to approve the revisions to Policies 2008, 2009, 3003.1, 3004.1, 3017, 3032, 3053, 3059, 4053, 5005, 5008, 5052 and 6036, on first and final reading as presented, per legal counsel and statute passed with a motion by Lisa Chaney and seconded by Kent Blum. These updates are all due to recent legislation and required.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.3. Policy Adoptions per Legal Counsel

Order #17138-Motion Passed: Motion to approve the adoption of Policies 6041 Malcom X Day Education and 6042 Projection Maps, on first and final reading as presented, per legal counsel and recent legislation passed with a motion by Kent Blum and seconded by Stacie Higgins.

Kent Blum: Yea
Lisa Chaney: Yea

Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

Order #17139-Motion Passed: Motion to approve on 1st reading and advance to 2nd reading at the July Regular Meeting the adoption of Policy 6040 Pre-Kindergarten Program per statute and legal counsel passed with a motion by Stacie Higgins and seconded by Kent Blum. President Nemec stated that new legislation would allow five-year old students to attend an extra year of Pre-K. The district will continue to prioritize three and four-year old students for Pre-K and believes five-year old students are better served in an all-day Kindergarten program with more access to services and support.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.4. Policy Revocations per Legal Counsel

Order #17140-Motion Passed: Motion to revoke Policy 3011 Transportation per legal counsel passed with a motion by Kent Blum and seconded by Stacie Higgins. This policy is being combined with another.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

Order #17141-Motion Passed: Motion to revoke Policy 3033 Lending Textbooks when it expires on July 1, 2024, per legal counsel passed with a motion by Lisa Chaney and seconded by Kent Blum. Don Loseke shared that NDE will now manage this program for the state.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.5. Computer Science “new” Course for 2024-2025

Order #17142-Motion Passed: Motion to approve the High School Course, Computer Science, beginning the school year 2024-2025 passed with a motion by Stacie Higgins and seconded by Kent Blum. This will be a pilot program as this class will be required of all students in 2025-2026.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemeec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.6. Hayward Classroom Door Project

Order #17143-Motion Passed: Motion to approve the resolution, as presented, for design build for the Hayward Classroom Door Project passed with a motion by Nick Schmitz and seconded by Rob Elson. President Nemeec shared that this is considered the best option to manage the upcoming construction project.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemeec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.7. Concrete Repairs at Hayward

Order #17144-Motion Passed: Motion to approve the repairs to the concrete at Hayward Elementary, by Miracle Mudjacking as presented, not to exceed \$45,000 passed with a motion by Jim Nemeec and seconded by Kent Blum. President Nemeec stated that this project includes a variety of concrete repairs and replacement around the building exterior at Hayward.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemeec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.8. Designate Federal Funds

Order #17145-Motion Passed: Motion to approve Mark Fritch as the District Representative to receive Federal Funds for the 2024-2025 school year passed with a motion by Jim Nemeec and seconded by Stacie Higgins. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea

Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.9. Supplemental Rates

Order #17146-Motion Passed: Motion to approve the supplemental rates for the 2024-2025 school year as presented passed with a motion by Lisa Chaney and seconded by Don Loseke. Kent Blum and Jim Nemec abstained from voting as they are substitute teachers for the district and that rate of pay is included in the supplemental rates presented for 2024-2025.

Kent Blum: Abstain
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Abstain
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 6, Nay: 0, Absent: 1, Abstain: 2

3.2.10. 2024-2025 Athletic Budget

Order #17147-Motion Passed: Motion to approve the 2024-2025 Athletic Budget, as presented, passed with a motion by Lisa Chaney and seconded by Kent Blum. Stacie Higgins questioned why other activities, like Fine Arts, are not included with the Athletic Budget.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.11. Foreign Exchange Student Request

Order #17148-Motion Passed: Motion to approve the foreign exchange student request for Palma Herranz-Gomez from Spain, hosted by Brennan and Pennie Coulson, for the 2024-2025 school year passed with a motion by Kent Blum and seconded by Jim Nemec. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.12. Personnel

3.2.12.1. Resignations

Order #17149-Motion Passed: Motion to approve the resignation of Ben Fedoris, HS Math Teacher, passed with a motion by Jim Nemeec and seconded by Kent Blum. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemeec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

3.2.12.2. Hiring

Order #17150-Motion Passed: Motion to approve the hiring of Cathy Johnson, Kindergarten Teacher, for the 2024-2025 school year passed with a motion by Jim Nemeec and a second by Stacie Higgins. No discussion.

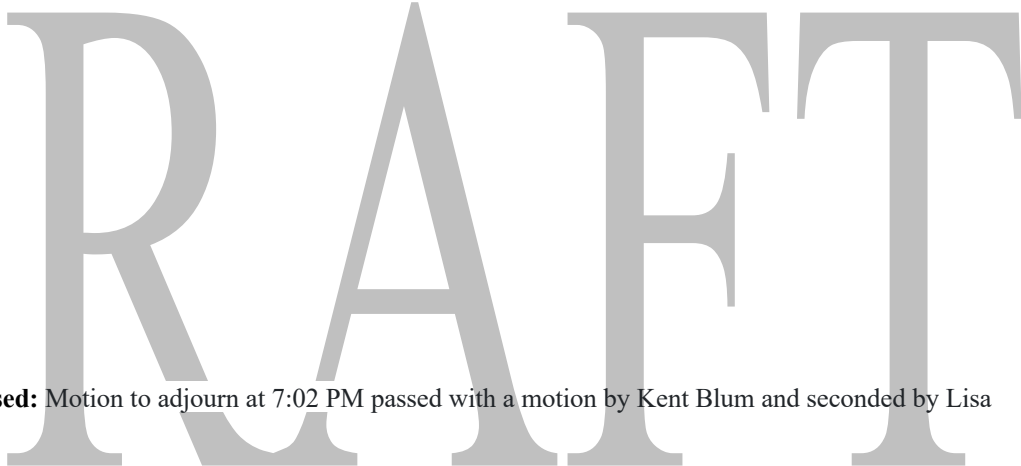
Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemeec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

4.0. Adjournment

Order #17151-Motion Passed: Motion to adjourn at 7:02 PM passed with a motion by Kent Blum and seconded by Lisa Chaney. No discussion.

Kent Blum: Yea
Lisa Chaney: Yea
Don Loseke: Yea
Jeff Frields: Absent
Stacie Higgins: Yea
Rob Elson: Yea
Jim Nemeec: Yea
Nick Schmitz: Yea
Brent Shanholtz: Yea
Yea: 8, Nay: 0, Absent: 1

Submitted by
Mark Fritch, Secretary



See Proof on Next
Page

STATE OF NEBRASKA

SS.

COUNTY OF OTOE

I, Lori Sibley, of lawful age, being duly sworn upon oath, deposes and says that I am the Agent of Nebraska City News Press, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 2 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates:

PUBLICATION DATES:

May. 31, 2024

Notice ID: xuTOjELjVMiD10A3WSmi

Publisher ID: 2279560

Notice Name: June Meeting Notice 2024

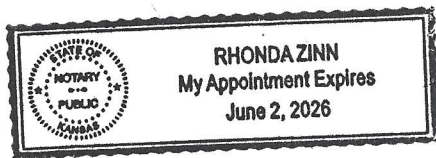
PUBLICATION FEE: \$13.88

Lori Sibley
Agent

Signed or attested before me on this

4 day of June, A.D. 2024.

Rhonda Z
Notary Public



NOTICE OF MEETING
OTOE COUNTY SCHOOL
DISTRICT 111
IN THE STATE OF NEBRASKA

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M.**, June 10, 2024 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch
Superintendent of Schools

Published in the Nebraska City
News Press on May 31, 2024.
2279560 ZNEZ



NOTICE OF REGULAR MEETING-JUNE 10, 2024

Carla Zaroban

May 14, 2024

NOTICE IS HEREBY GIVEN that the **Regular Meeting** of the Board of Education of Otoe County School District 111, in the State of Nebraska, will be held at **6:00 o'clock P.M.**, June 10, 2024 at **Central Office, 1700 14th Avenue**, Nebraska City, Nebraska, in the Boardroom, which meeting will be open to the public. An agenda for such meetings, kept continuously current, is available for public inspection at the office of the Superintendent. The agenda is not final until 24 hours prior to the meeting.

Mark Fritch

Superintendent of Schools

Nebraska City Public Schools

Board Report - Bill Listing

Jun-24

Vendor Name	Description	Check Total
Checking Account ID		08 Building Fund
ARBOR BANK	LOAN PAYMENT	4,444.37
Fund Number	08	<u>4,444.37</u>
Checking Account ID		<u>4,444.37</u>
Checking Account ID		01 General Fund
ACCO BRANDS USA LLC	24-25 SUPPLIES	332.00
AMERICAN FENCE CO. OF LINCOLN	NS PLAYGROUND FENCE	31,703.45
AMERICAN NATIONAL BANK	LOAN FEE	5,000.00
AMERICAN RECYCLING AND SANITATION	TRASH SERVICE	1,716.33
APACE	CONTRACTED SERVICES	646.63
APPLE INC.	MAC BOOKS	8,790.00
ARBOR PSYCHIATRIC AND WELLNESS	CONTRACTED SERVICES	80.00
AUBURN PUBLIC SCHOOLS	UNIFIED BOWLING	222.00
AVAYA	PHONE CONTRACT	385.06
BLICK ART MATERIALS	24-25 SUPPLIES	496.40
BOHL PLUMBING	AC REPAIRS	85.00
BROWN GLASS CO.	REPLACE WINDSHIELD	495.00
BSN SPORTS, LLC	24-25 SUPPLIES	104.00
CAPITAL BUSINESS SYSTEMS	EXTRA COPIES	139.29
CARD SERVICES	MISC CHARGES	552.82
CASS COUNTY TREASURER	ELECTION FEE	100.00
COLUMN SOFTWARE PBC	PUBLIC NOTICE	182.57
CPI Nonviolent Crisis Intervention	TRAINING	199.45
CURRICULUM ASSOCIATES, LLC	TESTING PROTOCOLS	254.24
DANA F. COLE & COMPANY, LLP	AUDIT	86.00
DANA L. GUNDERSON	CONTRACTED SERVICES	17,142.00
DAS STATE ACCOUNTING - CENTRAL	DISTANCE LEARNING	267.63
EGAN SUPPLY CO.	CUSTODIAL SUPPLIES	124.13
ESU #4	CONTRACTED SERVICES	31,463.18
ESU COORDINATING COUNCIL	WORLD BOOK RENEWAL	861.00
FACILITY ADVOCATES	HVAC PROJECT	300,000.00
FBG SERVICE CORPORATION	CONTRACTED SERVICES	28,884.00
FIRST CLASS PLUMBING AND HEATING	REPAIRS	405.00

FIRST STUDENT INC	CONTRACTED SERVICES	41,987.99
FLINN SCIENTIFIC, INC.	24-25 SUPPLIES	176.86
FOLLETT SCHOOL SOLUTIONS LLC	24-25 SUPPLIES	522.70
Home Depot Pro	CUSTODIAL SUPPLIES	2,822.13
HOUGHTON MIFFLIN HARCOURT CO.	MAP FLUENCY	2,620.00
JENNA HENRICH	CONTRACTED SERVICES	1,051.11
JUDY GOERING	CLUBS SUPPLIES	146.13
KSB SCHOOL LAW, PC, LLO	CONTRACTED SERVICES	705.00
LANDIS ENGINE	WEED EATER STRING	49.19
LANT HARDWARE, INC	MAINT SUPPLIES	337.36
LARSON MOTORS INC.	DODGE VAN	16,642.00
LUNCHTIME SOLUTIONS, INC.	23-24 PRE K SNACKS	4,502.25
MADISON NATIONAL LIFE	JUNE CLASSIFIED LTD	470.68
MATHESON TRI-GAS INC.	BOTTLE RENTAL	94.78
MULLENAX AUTO SUPPLY	MOWER SUPPLIES	101.59
NEBRASKA CITY UTILITIES	UTILITIES	34,749.02
NEBRASKA FCCLA ASSOCIATION	LEADERSHIP REG	804.00
NEBRASKA STATE FIRE MARSHAL AGENCY	ELEVATOR & BOILER INSPECTIONS	1,248.00
NO LIMIT POWER, INC	2023 MULE ATV	12,388.91
O'REILLY AUTO PARTS	VEHICLE SUPPLIES	416.13
ONE SOURCE	BACKGROUND CHECKS	168.00
PAPER TIGER SHREDDING, INC.	CONTRACTED SERVICES	40.00
PAYROLL ACCOUNT-NC PUBLIC SCH	JUNE 2024 PAYROLL	1,142,797.96
PEARSON	TESTING PROTOCOLS	2,144.56
PITNEY BOWES GLOBAL FINANCIAL	POSTAGE LEASE	828.18
PORKY'S CONSTRUCTION	HS CONCRETE	5,768.00
PURCHASE POWER	POSTAGE	1,000.00
PYRAMID SCHOOL PRODUCTS	24-25 SUPPLIES	3,065.61
RAPIDS WHOLESALE	24-25 SUPPLIES	180.87
RIVER VIEW PEST CONTROL, INC.	PEST CONTROL	350.00
SARAH ROBERTS	CONTRACTED SERVICES	4,149.62
SCHOOL HEALTH CORP.	24-25 SUPPLIES	592.52
SCHOOL SPECIALTY, LLC	24-25 SUPPLIES	532.07
SUPER DUPER PUBLICATIONS	24-25 SUPPLIES	34.24
TEACHING STRATEGIES, LLC	GOLD RENEWAL	1,235.00
TK ELEVATOR CORPORATION	SERVICE CONTRACT	937.04
TRACTOR SUPPLY CREDIT PLAN	WEED SPRAY	139.99

VERIZON WIRELESS	CELL PHONE	708.41
VOYAGER FLEET SYSTEMS	FUEL CHARGES	2,276.63
WESTLAKE ACE HARDWARE	MAINT SUPPLIES	335.25
WEX BANK	FUEL CHARGES	350.21
WINDSTREAM	PHONE	964.17
ZULTYS INC	PHONE	4,168.32
Fund Number	01	<u>1,725,319.66</u>
Checking Account ID		<u>1,725,319.66</u>
Checking Account ID		<u>10 Cooperative Fund</u>
VIRCO INC	COMPUTER LAB CHAIRS	1,345.24
Fund Number	10	<u>1,345.24</u>
Checking Account ID		<u>1,345.24</u>
Checking Account ID		<u>01 General Fund</u>
AMERICAN FIDELITY	JUNE SUPPLEMENTAL PLANS	3,501.70
BLUE CROSS BLUE SHIELD	JUNE HEALTH AND DENTAL PREMIUMS	199,895.03
MADISON NATIONAL LIFE	JUNE LIFE INSURANCE	1,692.68
VSP, INC	JUNE VISION INSURANCE	1,477.53
Fund Number	01	<u>206,566.94</u>
Checking Account ID		<u>206,566.94</u>
Checking Account ID		<u>06 Nutrition Services</u>
LUNCHTIME SOLUTIONS, INC.	MAY/SUMMER FOOD SERVICE	42,250.72
Fund Number	06	<u>42,250.72</u>
Checking Account ID		<u>42,250.72</u>

Nebraska City Public Schools
 June 2024
 Summary Financial Report

General Fund

The General Fund finances all facets of services rendered by the school district including payroll, benefits, equipment, supplies, insurance, building occupancy, contracted services, and other daily functions and operations of the district. The tax levy for this fund is restricted to \$1.05 plus qualified exclusions. The approved General Fund levy for 2023-24 .891644

	2024	2023
Balance Forward	5,864,192.22	
Revenue	1,844,978.11	
Expenses	<u>1,725,319.66</u>	
Balance	5,983,850.67	4,755,510.58

Building Fund

The Building Fund is used to acquire or improve sites and/or to erect, alter or improve buildings. The sale of bonds, the sale of property, or tax receipts will be the primary sources of revenue for the Special Building Fund. Regardless of the source of money to be used for building construction and related costs, all income for the purposes of this fund shall be accountable through this fund. The tax levy for this fund falls under the \$1.05 levy limit and is further restricted to \$0.14 with local board approval or \$0.175 following a vote of the people for a term not to exceed ten years. The approved Building Fund levy for 2023-24 .060363

	2024	2023
Balance Forward	214,233.47	
Revenue	51,323.16	
Expenses	<u>4,444.37</u>	
Balance	261,112.26	198,254.48

QCPUF Fund

A Qualified Capital Purpose Undertaking Fund (QCPUF) may be established for the removal of environmental hazards, the reduction or elimination of accessibility barriers in school district buildings, modifications for life safety code violations, life safety hazards, and mold abatement and prevention projects for existing facilities only. General Fund expenditures for the purpose of this fund are not allowable. Effective April 19, 2016, the tax levy for this fund is restricted to \$0.03. The tax levy for QCPUF projects in place prior to April 19, 2016, remains at \$0.052. The levy may exceed the \$0.03 levy limit if the valuation has decreased from the last year bonds were issued and the bond principal and interest obligation cannot be met. Tax levies cannot exceed ten years for each project. The approved QCPUF levy for 2023-24 .022291

	2024	2023
Balance Forward	298,797.70	
Revenue	24,597.25	
Expenses	<u>0.00</u>	
Balance	323,394.95	295,811.70

Cooperative Fund

The Cooperative Fund may be used by the school district acting as the fiscal agent for any cooperative activity between one or more public agencies. All school districts, including the school district acting as the fiscal agent, shall show the payment for services to the cooperative in their General Fund. Nebraska City Public Schools utilized the Cooperative Fund to receipt and disburse funds received Technology Bonds. Those funds are no longer available to be accessed or used.

	2024	2023
Balance Forward	1,375.02	
Revenue	.12	
Expenses	<u>1,345.24</u>	
Balance	30.10	80,056.13

Depreciation Fund

The purpose of the Depreciation Fund is to facilitate the eventual purchase of costly items by spreading replacement costs over a period of years in order to avoid a disproportionate tax effort in a single year to make the purchase. To allocate monies from the General Fund, a school district will transfer funds as an expense from the General Fund, and the Depreciation Fund will show the transfer as revenue from the General Fund. The school district must divide this fund into more than one account to allocate a portion of this fund for different valid purposes. The Depreciation Fund is a component of the General Fund.

	2024	2023
Balance Forward	1,544,051.75	
Revenue	253.12	
Expenses	<u>0.00</u>	
Balance	1,544,304.87	1,706,712.03

School Nutrition Fund

The School Nutrition Fund (formerly School Lunch Fund) is required to accommodate the financial activities of all Nutrition Programs operated by the school district. The School Nutrition Fund shall reflect a record of all revenues and expenditures incident to the operation of all Nutrition Programs. If a deficit is incurred in the operation, the deficiency shall be covered by funds transferred from the General Fund.

	2024	2023
Balance Forward	542,409.40	
Revenue	36,150.79	
Expenses	<u>42,250.72</u>	
Balance	536,309.47	521,361.39

Payroll Account

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from the General Fund on a monthly basis to cover monthly payroll, benefits, and associated expenses.

	2024	2023
Balance Forward	42,216.37	
Revenue	1,142,797.96	
Expenses	<u>1,143,597.57</u>	
Balance	41,416.76	36,986.21

Section 125 Account

An internal account created for exclusive use by Nebraska City Public Schools. This account receives funds from individual employees' monthly salary/wages to cover monthly employee-elected deductions for childcare and healthcare expenses.

	2024	2023
Balance Forward	31,536.67	
Revenue	3,655.08	
Expenses	<u>3,652.50</u>	
Balance	31,539.25	31,507.32

Meyer Memorial Fund

An internal account created for exclusive use by Nebraska City Public Schools. This fund, established by donations from the Meyer family, is used to fund scholarships.

	2024	2023
Balance Forward	229,337.28	
Revenue	3.07	
Expenses	<u>0.00</u>	
Balance	229,340.35	231,717.10

Bond Fund

The Bond Fund shall be used to record tax receipts, investment interest, and the payment of bond principal, interest, and other related costs (i.e., trustee fees). If the fund balance is not sufficient to meet interest or bond retirement payments from the Bond Fund, the General Fund shall be used for these payments. Revenue from a levy to retire bonds in any school district is retained in a separate fund by the county treasurer, the financial institution serving as a fiscal agent, or the school district. Funds shall be disbursed upon appropriate demand. All records of the transactions in this area shall be maintained in this fund. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The Bond Fund is a taxing fund and is not part of the \$1.05 cap. The tax levy for this fund is restricted for expenditures other than principal and interest on bonds. Proceeds from a bond issue shall be deposited into the Special Building Fund to be expended on the actual building project. The approved Bond Fund levy for 2023-24 .142913

	2024	2023
Balance Forward	2,258,014.52	
Revenue	126,090.78	
Expenses	<u>0.00</u>	
Balance	2,384,105.30	2,234,349.74

NEBRASKA CITY PUBLIC SCHOOLS 66-0111							23-24	22-23
GENERAL FUND MONTHLY FINANCIAL REPORT			REC'D MONTH	REC'D THRU:	REC'D THRU		% OF BUDGET TO	% OF BUDGET TO
	RECEIPTS:	BUDGETED	JUNE	6/30/2024	6/30/2023	DIFFERENCE	BE RECEIVED	BE RECEIVED
	LOCAL PROPERTY TAXES	9,550,000.00	692,446.26	9,050,297.35	9,416,468.22	(366,170.87)	5.23%	
	CARLINE TAX	10,000.00		3,518.87	9,576.23	(6,057.36)	64.81%	
	IN LIEU OF TAX, 5% GROSS	5,800.00		7,184.00	7,672.72	(488.72)	-23.86%	
	MOTOR VEHICLE TAX	825,000.00	79,561.81	737,932.22	691,180.57	46,751.65	10.55%	
	PENALTIES AND INTEREST ON TAXES	0.00				0.00		
	TUITION FROM OTHER DISTRICTS-SPED	0.00				0.00		
	LOCAL LICENSE FEES, CITY	3,000.00	250.00	1,230.00	1,385.00	(155.00)	59.00%	
	RENTAL OF SCHOOL FACILITIES	2,000.00		770.80	30.00	740.80	61.46%	
	OTHER LOCAL REVENUE	1,500.00		2,222.55	1,367.54	855.01		
	COUNTY FINES & LICENSE FEES	140,000.00	10,838.32	128,724.09	127,460.87	1,263.22	8.05%	
	ESU RECEIPTS					0.00		
	OTHER COUNTY SOURCES	1,200.00				0.00		
	STATE AID	4,608,970.00	460,897.00	4,608,970.00	4,654,065.00	(45,095.00)	0.00%	
	SPECIAL EDUCATION PROGRAM	1,950,000.00	344,153.00	2,185,936.00	1,123,399.00	1,062,537.00	-12.10%	
	SPECIAL EDUCATION TRANSP.	56,000.00	37,979.00	37,979.00		37,979.00	32.18%	
	HOMESTEAD EXEMPTION	280,000.00	55,928.85	221,722.54	197,682.88	24,039.66	20.81%	
	RELIEF TO PROPERTY TAXPAYERS	500,000.00		644,442.18	573,727.25	70,714.93	-28.89%	
	PERSONAL PROPERTY TAX CREDIT	500.00			350.09	(350.09)		
	RAILROAD CREDIT					0.00		
	HIGH ABILITY LEARNERS	9,000.00		8,305.00	8,378.00	(73.00)	7.72%	
	RULE 4 TEXTBOOK LOAN	10,000.00			3,714.02	(3,714.02)	100.00%	
	PRO-RATE MOTOR VEHICLE	30,000.00	9,291.87	19,302.15	20,360.02	(1,057.87)	35.66%	
	STATE APPORTIONMENT	270,000.00		270,317.68	272,046.43	(1,728.75)	-0.12%	
	IN LIEU OF SCHOOL LAND TAX					0.00		
16,201.00	STATE EARLY CHILDHOOD	101,000.00		80,539.00	56,799.00	23,740.00	20.26%	
	CTE EXTENSION GRANT			8,551.00				
18,703.26	PROJECT AWARE	265,000.00		95,797.54	155,195.25	(59,397.71)	63.85%	
123,031.00	TITLE I	400,000.00		264,053.00	268,474.00	(4,421.00)	33.99%	
9,629.00	TITLE II PART A	50,200.00		43,618.00	11,546.00	32,072.00	13.11%	
90,063.00	IDEA BASE	375,000.00		249,353.00	253,660.00	(4,307.00)	33.51%	
	IDEA PRESCHOOL BASE	8,400.00		6,350.00	8,929.00	(2,579.00)	24.40%	
17,142.00	IDEA NON PUBLIC	45,600.00		31,549.00	27,120.00	4,429.00	30.81%	
	IDEA PRESCHOOL BASE-ARP				4,494.00	(4,494.00)		
	IDEA BASE-ARP				8,920.00	(8,920.00)		
	IDEA NON PUBLIC -ARP					0.00		
	MEDICAID IN PUBLIC SCHOOLS		21,607.79	43,634.44		43,634.44		
	MAAPS RECEIPTS	40,000.00	6,398.21	32,189.38	55,414.06	(23,224.68)	19.53%	
	HOMELESS GRANT					0.00		
	ESSERS/CARES GRANT					0.00		
	ESSERS II	0.00			219,563.00	(219,563.00)		
83,696.00	ESSERS III	670,000.00	125,226.00	442,345.00	773,045.00	(330,700.00)	33.98%	
	N-SPDG GRANT					0.00		
16,883.00	TITLE IV, PART B, NCLB 21ST CENTURY	170,000.00		144,522.00	153,182.00	(8,660.00)	14.99%	
	SUMMER CLUB EXTENSION (6989)			3,563.00	29,977.00	(26,414.00)		
17,645.00	CLUBS EXTENSION (6988)	40,000.00			31,221.00	(31,221.00)		
	LONG TERM LOAN-LOC	0.00				0.00		
	TAX ANTICIPATION NOTES	0.00				0.00		
	SALE OF BONDS					0.00		
	TRANSFERS FROM FUNDS					0.00		
	OTHER NON-REVENUE RECEIPTS				4.71	(4.71)		
	TOTAL WITHOUT INTERCOMPANY RECEIPT	20,418,170.00	1,844,578.11	19,374,918.79	19,166,407.86	208,510.93		
	NON PROGRAM RECEIPTS				200,000.00			
392,993.26	GRAND TOTAL	20,418,170.00	1,844,578.11	19,374,918.79	19,366,407.86		5.11%	12.50%

			DISB. MONTH	DISB. THRU:	DISB. THRU:		% OF BUDGET TO	% OF BUDGET TO
	DISBURSEMENTS:	BUDGETED	JUNE	6/30/2024	6/30/2023	DIFFERENCE	BE SPENT	BE SPENT
1100	INSTRUCTION	5,892,030.00	390,387.19	4,115,709.99	4,301,600.71	(185,890.72)	30.15%	
1150	ELL	354,725.00	21,911.23	283,203.85	279,853.00	3,350.85	20.16%	
1160	POVERTY	2,181,130.00	163,155.94	1,776,588.70	1,734,682.42	41,906.28	18.55%	
1190	PRESCHOOL LOCAL FUNDS	198,150.00	18,059.69	171,687.63	121,070.84	50,616.79	13.35%	
1200	SPECIAL EDUCATION	2,866,350.00	185,719.15	2,106,030.46	2,051,134.99	54,895.47	26.53%	
1300	DRIVER'S ED/SUMMER SCHOOL	20,455.00	8,940.35	8,940.35	5,324.90	3,615.45	56.29%	
2120	GUIDANCE	126,800.00	9,907.86	99,597.96	153,077.84	(53,479.88)	21.45%	
2130	HEALTH/NURSE	102,625.00	7,338.86	76,631.93	80,921.64	(4,289.71)	25.33%	
2140	PSYCHOLOGY	275,400.00	39,302.59	186,827.74	131,900.70	54,927.04	32.16%	
2150	SPEECH/AUDIOLOGY	301,700.00	17,428.43	262,950.55	242,021.50	20,929.05	12.84%	
2160	OCCUPATIONAL THERAPY	400.00	0.00	0.00	45.03	(45.03)	100.00%	
2170	PHYSICAL THERAPY	49,500.00	1,051.11	48,538.17	30,721.63	17,816.54	1.94%	
2180	VISION	600.00		1,055.11	37,310.00	(36,254.89)	-75.85%	
2190	OTHER SUPPORT SERVICES	92,000.00		22,071.23	18,171.87	3,899.36	76.01%	
2212	CURRICULUM DIRECTOR	35,700.00	3,332.90	28,323.13	34,013.87	(5,690.74)	20.66%	
2214	STANDARDS DIRECTOR	1,700.00	2,620.00	4,539.03	816.28	3,722.75	-167.00%	
2220	LIBRARY	216,055.00	17,028.47	165,154.08	159,359.86	5,794.22	23.56%	
2290	EARLY RETIREMENT	95,625.00		95,609.20	43,109.20	52,500.00	0.02%	
2310	SCHOOL BOARD	128,000.00	1,241.57	83,697.46	61,346.68	22,350.78	34.61%	
2320	SUPERINTENDENT	321,275.00	25,976.45	263,412.33	249,750.90	13,661.43	18.01%	
2410	PRINCIPALS	1,070,100.00	85,913.72	871,156.70	784,281.12	86,875.58	18.59%	
2510	BUSINESS OFFICE	238,100.00	17,843.39	180,725.45	199,670.10	(18,944.65)	24.10%	
2580	TECHNOLOGY	487,350.00	14,291.58	231,760.35	115,213.28	116,547.07	52.44%	
2610	PLANT OPERATION	1,120,500.00	65,852.87	953,226.23	922,642.61	30,583.62	14.93%	
2620	MAINTENANCE	1,240,850.00	356,875.24	1,007,512.85	512,754.34	494,758.51	18.80%	
2700	PUPIL TRANSPORTATION	485,150.00	62,210.83	341,750.51	398,625.87	(56,875.36)	29.56%	
3535	HIGH ABILITY LEARNERS	5,920.00	421.77	5,115.03	4,099.21	1,015.82	13.60%	
3540	STATE EARLY CHILDHOOD	104,835.00	7,769.51	84,440.72	71,367.50	13,073.22	19.45%	
3551	CTE EXTENSTION GRANT		804.00	1,907.53				
3552	SAFETY AND SECURITY GRANT		31,703.45	31,703.45				
3599	TEXTBOOK LOAN	20,000.00			3,537.17	(3,537.17)	100.00%	
5000	DEBT SERVICES	0.00	5,000.00	5,000.00	767,855.56	(762,855.56)		
6200	TITLE I	377,675.00	30,642.80	305,923.45	277,144.40	28,779.05	19.00%	
6310	TITLE II PART A	125,860.00	8,629.19	86,650.70	11,429.77	75,220.93	31.15%	
6406	IDEA PART B PRESCHOOL	8,403.00		8,403.31	9,785.80	(1,382.49)	0.00%	
6408	IDEA BASE/ENROLLMENT/POVERTY	364,750.00	28,063.05	312,052.08	292,927.67	19,124.41	14.45%	
6412	NON-PUBLIC SPED	45,589.00	17,142.00	48,906.15	27,123.32	21,782.83	-7.28%	
6422	IDEA PRESCHOOL-ARP	0.00			2,805.00	(2,805.00)		
6421	IDEA BASE-ARP	0.00			860.00	(860.00)		
6423	IDEA NON PUBLIC -ARP	0.00				-		
6700	PERKINS	0.00			380.00	(380.00)		
6968	TITLE IV, PART B, NCLB 21ST CENTURY	208,180.00	12,720.24	192,774.96	161,939.86	30,835.10	7.40%	
6988	EXTENDED CLUBS	18,480.00	17,646.04	17,646.04	16,078.46	1,567.58	4.51%	
6989	SUMMER CLUBS	15,910.00			30,992.77	(30,992.77)	100.00%	
6990	PROJECT AWARE	236,575.00	6,138.95	74,194.49	115,716.21	(41,521.72)	68.64%	
6994	HOMELESS GRANT			1,696.60	6,750.00			
6996	ESSERS/CARES GRANT	0.00				-		
6997	ESSERS II	0.00			291,371.60	(291,371.60)		
6998	ESSERS III	666,668.00	41,849.24	419,617.52	775,500.58	(355,883.06)		
	SUBTOTAL	20,101,115.00	1,724,919.66	14,982,733.02	15,537,086.06	(582,910.62)	22.21%	28.88%
	TRANSFER TO FUND				200,000.00			
	TOTAL DISBURSEMENTS:	20,101,115.00	1,724,919.66	14,982,733.02	15,737,086.06			

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0001	VARSITY FOOTBALL BALANCE	7,848.79	0.00	0.00	0.00	7,848.79
05 704 0002	9TH FOOTBALL BALANCE	(2,308.00)	0.00	0.00	0.00	(2,308.00)
05 704 0003	7-8 FOOTBALL BALANCE	(89.70)	0.00	0.00	0.00	(89.70)
05 704 0004	VARSITY BBB BALANCE	(2,157.63)	0.00	0.00	0.00	(2,157.63)
05 704 0005	9TH BBB BALANCE	(897.00)	0.00	0.00	0.00	(897.00)
05 704 0006	7-8 GBB BALANCE	324.00	0.00	0.00	0.00	324.00
05 704 0007	7-8 BBB BALANCE	535.90	0.00	0.00	0.00	535.90
05 704 0008	VARSITY B TRACK BALANCE	(1,211.88)	1,214.87	0.00	0.00	(2,426.75)
05 704 0009	NC INVITATIONAL TRACK BALANCE	4,698.31	0.00	0.00	0.00	4,698.31
05 704 0010	TRAVELING GIRLS BB BALANCE	3,775.89	0.00	0.00	0.00	3,775.89
05 704 0011	7-8 TRACK BALANCE	(390.00)	0.00	0.00	0.00	(390.00)
05 704 0012	VARSITY WRESTLING BALANCE	(785.18)	0.00	0.00	0.00	(785.18)
05 704 0013	7-8 WRESTLING BALANCE	325.00	0.00	0.00	0.00	325.00
05 704 0014	CROSS COUNTRY BALANCE	(1,939.23)	0.00	0.00	0.00	(1,939.23)
05 704 0015	VARSITY GIRLS TRACK BALANCE	(1,253.86)	567.58	0.00	0.00	(1,821.44)
05 704 0016	VARSITY GBB BALANCE	(1,764.26)	0.00	0.00	0.00	(1,764.26)
05 704 0017	9TH GBB BALANCE	(925.00)	0.00	0.00	0.00	(925.00)
05 704 0018	VARSITY VOLLEYBALL BALANCE	(523.88)	0.00	0.00	0.00	(523.88)
05 704 0019	9TH VOLLEYBALL BALANCE	109.00	0.00	0.00	0.00	109.00
05 704 0020	7-8 VOLLEYBALL BALANCE	1,502.05	0.00	0.00	0.00	1,502.05
05 704 0021	BOYS TENNIS BALANCE	246.34	0.00	0.00	0.00	246.34
05 704 0022	GIRLS TENNIS BALANCE	10.00	0.00	0.00	0.00	10.00
05 704 0023	UNIFIED ACTIVITIES	2,306.00	0.00	0.00	0.00	2,306.00
05 704 0024	GOLF BALANCE	1,253.87	0.00	0.00	0.00	1,253.87
05 704 0025	FFA BALANCE	11,968.86	13.63	0.00	0.00	11,955.23
05 704 0026	FCCLA BALANCE	3,568.74	0.00	0.00	0.00	3,568.74
05 704 0027	PIONNER YOUTH BOYS BASKETBALL BALANCE	3,206.24	0.00	0.00	0.00	3,206.24
05 704 0028	NS BOOK FUND BALANCE	(2,831.45)	0.00	0.00	0.00	(2,831.45)
05 704 0029	SINGERS BALANCE	712.47	0.00	0.00	0.00	712.47
05 704 0030	MUSICAL BALANCE	10,710.31	0.00	0.00	0.00	10,710.31
05 704 0031	DECA BALANCE	167.16	0.00	0.00	0.00	167.16
05 704 0032	MS CONCESSIONS BALANCE	2,580.13	0.00	0.00	0.00	2,580.13
05 704 0033	FBLA BALANCE	5,059.21	0.00	83.00	0.00	5,142.21
05 704 0034	HS POP MONEY BALANCE	14.16	0.00	0.00	0.00	14.16
05 704 0035	MS POP BALANCE	3,076.07	0.00	0.00	0.00	3,076.07
05 704 0036	HS BAND RESALE BALANCE	553.93	0.00	0.00	0.00	553.93

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0037	MS BAND RESALE BALANCE	2,672.30	0.00	0.00	0.00	2,672.30
05 704 0038	MS WRESTLING CLUB BALANCE	3,206.91	0.00	0.00	0.00	3,206.91
05 704 0039	PIONEER FOOTBALL BALANCE	7,561.14	0.00	0.00	0.00	7,561.14
05 704 0040	WEIGHTLIFTING BALANCE	201.95	0.00	0.00	0.00	201.95
05 704 0041	MS TRACK CLUB BALANCE	483.77	0.00	0.00	0.00	483.77
05 704 0042	CHILDRENS CHOIR BALANCE	275.71	0.00	0.00	0.00	275.71
05 704 0043	HW BOOK FUND BALANCE	1,522.61	0.00	0.00	0.00	1,522.61
05 704 0044	WRESTLING MATMAIDS BALANCE	322.14	0.00	0.00	0.00	322.14
05 704 0045	CHEERLEADERS BALANCE	3,315.86	0.00	0.00	0.00	3,315.86
05 704 0046	CLASS OF 2023 BALANCE	957.95	0.00	0.00	0.00	957.95
05 704 0048	SPEECH CONTEST BALANCE	2,287.05	50.00	0.00	0.00	2,237.05
05 704 0049	DRAMA ACTIVITY BALANCE	2,667.35	0.00	0.00	0.00	2,667.35
05 704 0050	MS STUDENT COUNCIL BALANCE	10,231.02	355.35	0.00	0.00	9,875.67
05 704 0051	HS STUDENT COUNCIL BALANCE	2,429.08	0.00	0.00	0.00	2,429.08
05 704 0052	JOURNALISM BALANCE	11,859.28	0.00	0.00	0.00	11,859.28
05 704 0053	BIG MAC MATH BALANCE	3,378.08	0.00	0.00	0.00	3,378.08
05 704 0054	ART CLUB BALANCE	1,545.81	0.00	0.00	0.00	1,545.81
05 704 0055	CONSTRUCTION CLASS BALANCE	2.91	0.00	0.00	0.00	2.91
05 704 0056	NATIONAL HONOR SOCIETY BALANCE	(387.05)	0.00	0.00	0.00	(387.05)
05 704 0057	DISTRICT ACTIVITY FUND BALANCE	21,274.38	459.04	0.00	0.00	20,815.34
05 704 0058	HS BAND ACTIVITY BALANCE	1,088.18	0.00	0.00	0.00	1,088.18
05 704 0059	6TH GRADE BAND BALANCE	(985.68)	0.00	0.00	0.00	(985.68)
05 704 0060	HS BOOK SALES BALANCE	4,317.27	0.00	13.00	0.00	4,330.27
05 704 0061	HS SCIENCE GRANT BALANCE	2.02	0.00	0.00	0.00	2.02
05 704 0062	HS QUIZ BOWL BALANCE	(300.00)	0.00	0.00	0.00	(300.00)
05 704 0063	MS QUIZ BOWL BALANCE	100.00	0.00	0.00	0.00	100.00
05 704 0064	HS SCIENCE CLUB BALANCE	347.20	0.00	0.00	0.00	347.20
05 704 0065	HS COLOR GUARD BALANCE	(128.08)	0.00	0.00	0.00	(128.08)
05 704 0066	HS METALS BALANCE	104.82	0.00	0.00	0.00	104.82
05 704 0067	MS HOME EC. LAB BALANCE	50.03	0.00	0.00	0.00	50.03
05 704 0068	HS CONCESSIONS BALANCE	13,689.01	0.00	0.00	0.00	13,689.01
05 704 0069	PRECORDERS BALANCE	182.20	0.00	0.00	0.00	182.20
05 704 0070	VARSITY CLUB BALANCE	19,936.54	145.43	0.00	0.00	19,791.11
05 704 0071	WELLNESS BALANCE	6,483.43	0.00	0.00	0.00	6,483.43
05 704 0072	DRIVER EDUCATION BALANCE	20,580.17	0.00	0.00	0.00	20,580.17
05 704 0073	MS SHOP ACTIVITY BALANCE	1,513.46	0.00	0.00	0.00	1,513.46

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0075	SPECIAL EQUIPMENT BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0077	HS GOLF FUNDRAISING	500.00	0.00	0.00	0.00	500.00
05 704 0078	HS WRESTLING FUNDRAISER	426.12	0.00	0.00	0.00	426.12
05 704 0079	HORTICULTURE BALANCE	603.27	0.00	0.00	0.00	603.27
05 704 0082	MS PRIDE BALANCE	183.32	0.00	0.00	0.00	183.32
05 704 0083	ATHLETIC TRAINER SUPPLIES BALANCE	(757.36)	0.00	0.00	0.00	(757.36)
05 704 0085	HW PURPLE JAM BALANCE	500.32	0.00	0.00	0.00	500.32
05 704 0086	SUMMER SB LEAGUE BALANCE	(16.75)	0.00	0.00	0.00	(16.75)
05 704 0087	HAYWARD FUNDRAISER BALANCE	3,372.52	0.00	0.00	0.00	3,372.52
05 704 0088	MS BOOK SALES BALANCE	(1,709.04)	0.00	0.00	0.00	(1,709.04)
05 704 0090	VOLLEYBALL CLUB BALANCE	5,148.64	0.00	0.00	0.00	5,148.64
05 704 0091	GIRLS SOCCER CLUB BALANCE	1,823.95	0.00	0.00	0.00	1,823.95
05 704 0092	CLASS OF 2024 BALANCE	689.28	380.00	0.00	0.00	309.28
05 704 0094	HS SHOP RESALE BALANCE	62.77	0.00	0.00	0.00	62.77
05 704 0095	HS ENGLISH BALANCE	291.86	0.00	0.00	0.00	291.86
05 704 0096	PIONEER PERKS BALANCE	585.13	0.00	0.00	0.00	585.13
05 704 0097	NS FUNDRAISER BALANCE	5,283.23	0.00	0.00	0.00	5,283.23
05 704 0098	BBB SUMMER LEAGUE BALANCE	4,778.76	0.00	0.00	0.00	4,778.76
05 704 0099	DISTRICT WELLNESS BALANCE	7,608.97	0.00	0.00	0.00	7,608.97
05 704 0100	HW DARE BALANCE	79.52	0.00	0.00	0.00	79.52
05 704 0101	PIONEER CROSS COUNTRY BALANCE	831.98	0.00	0.00	0.00	831.98
05 704 0103	DISTRICT II MUSIC CONTEST BALANCE	(161.46)	0.00	0.00	0.00	(161.46)
05 704 0104	HS SCIENCE SCHOLARSHIP BALANCE	351.51	0.00	0.00	0.00	351.51
05 704 0105	B&G SOCCER BALANCE	(2,961.52)	140.00	0.00	0.00	(3,101.52)
05 704 0106	BOYS TENNIS CLUB BALANCE	(219.34)	0.00	0.00	0.00	(219.34)
05 704 0107	GIRLS GOLF BALANCE	(1,253.04)	0.00	0.00	0.00	(1,253.04)
05 704 0108	EXPRESSIONS BALANCE	3,955.80	0.00	0.00	0.00	3,955.80
05 704 0109	FB JERSEYS BALANCE	60.83	0.00	0.00	0.00	60.83
05 704 0110	MS VOCAL BALANCE	190.00	0.00	0.00	0.00	190.00
05 704 0111	HS SPED BALANCE	1,089.87	0.00	0.00	0.00	1,089.87
05 704 0112	SUMMER GBB BALANCE	1,953.86	959.05	0.00	0.00	994.81
05 704 0115	GIRLS TENNIS CLUB BALANCE	(1,246.21)	0.00	0.00	0.00	(1,246.21)
05 704 0116	STUDENT FEE DONATION BALANCE	707.00	0.00	0.00	0.00	707.00
05 704 0117	BOYS SOCCER CLUB BALANCE	2,636.04	0.00	0.00	0.00	2,636.04
05 704 0118	Girls Wrestling Club Balance	15,204.85	0.00	0.00	0.00	15,204.85
05 704 0119	WASHINGTON TRIP BALANCE	789.49	0.00	0.00	0.00	789.49

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund Balance Account 146 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0121	CLASS OF 2026 BALANCE	692.38	0.00	0.00	0.00	692.38
05 704 0123	SOFTBALL BALANCE	1,806.67	0.00	0.00	0.00	1,806.67
05 704 0124	CD/INTEREST BALANCE	(12,188.75)	0.00	404.76	0.00	(11,783.99)
05 704 0125	BASEBALL BALANCE	(3,856.99)	0.00	0.00	0.00	(3,856.99)
05 704 0126	MUSIC TRIP BALANCE	1,247.70	0.00	0.00	0.00	1,247.70
05 704 0127	HAL BALANCE	370.46	0.00	0.00	0.00	370.46
05 704 0128	BASEBALL CLUB BALANCE	849.55	0.00	0.00	0.00	849.55
05 704 0129	CAREER & HUMAN DEVELOPMENT BALANCE	2.00	0.00	0.00	0.00	2.00
05 704 0130	HS SOUND SYSTEM BALANCE	846.25	0.00	0.00	0.00	846.25
05 704 0131	SUMMER SCHOOL BALANCE	6,247.88	0.00	0.00	0.00	6,247.88
05 704 0132	HS ART FEES BALANCE	4,925.07	0.00	0.00	0.00	4,925.07
05 704 0133	HS SPANISH FEES BALANCE	274.72	0.00	0.00	0.00	274.72
05 704 0134	MS FCS BALANCE	796.47	0.00	0.00	0.00	796.47
05 704 0135	MS ART FEES BALANCE	3,265.86	0.00	0.00	0.00	3,265.86
05 704 0136	MS IT FEES BALANCE	5,218.82	0.00	0.00	0.00	5,218.82
05 704 0137	HS FOOD FEES BALANCE	2,001.82	0.00	0.00	0.00	2,001.82
05 704 0138	COLLEGE TUITION FEES BALANCE	735.17	0.00	0.00	0.00	735.17
05 704 0139	CONSUMER MATH SCHOLARSHIP BALANCE	1,654.00	0.00	0.00	0.00	1,654.00
05 704 0140	Education Quest	6,585.76	240.00	0.00	0.00	6,345.76
05 704 0141	CO BALANCE	17,587.76	80.02	0.00	0.00	17,507.74
05 704 0144	PIONEER PETE BALANCE	5,466.52	2,500.00	0.00	0.00	2,966.52
05 704 0145	HS TRACK CLUB BALANCE	509.28	0.00	0.00	0.00	509.28
05 704 0148	NAT'L JR. HONOR SOCIETY BALANCE	1,546.64	0.00	0.00	0.00	1,546.64
05 704 0150	MS VOLLEYBALL CLUB BALANCE	569.53	0.00	0.00	0.00	569.53
05 704 0152	ACTIVITY ADMIN. BALANCE	5,695.31	0.00	0.00	0.00	5,695.31
05 704 0153	ROBOTICS BALANCE	(3.64)	0.00	0.00	0.00	(3.64)
05 704 0154	DISTRICT VOLLEYBALL BALANCE	40.34	0.00	0.00	0.00	40.34
05 704 0155	MS ROBOTICS BALANCE	2,341.80	0.00	0.00	0.00	2,341.80
05 704 0157	TECHNOLOGY BALANCE	33,943.03	0.00	40.00	0.00	33,983.03
05 704 0158	MS LIFE SKILLS BALANCE	3,164.43	0.00	0.00	0.00	3,164.43
05 704 0159	CA CONSTRUCTION BALANCE	6,834.95	0.00	0.00	0.00	6,834.95
05 704 0160	CLASS OF 2025 BALANCE	(147.89)	0.00	0.00	0.00	(147.89)
05 704 0161	CA WELDING BALANCE	413.61	0.00	0.00	0.00	413.61
05 704 0162	CA-INFORMATION TECHNOLOGY BALANCE	600.59	0.00	0.00	0.00	600.59
05 704 0163	YOUTH TENNIS CLUB BALANCE	843.30	0.00	0.00	0.00	843.30
05 704 0164	JAG BALANCE	431.61	0.00	0.00	0.00	431.61

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2024 - 06/2024

Regular; Beginning Month 06/2024; Processing Month 06/2024; Accounts to Include Accounts with Activity; Fund
Balance Account 146 Records Selected; Fund Number 05

Fund: 05 Activity Fund

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0165	ESPORTS BALANCE	909.59	0.00	0.00	0.00	909.59
05 704 0166	TURF AND DIRT BALANCE	650.00	0.00	0.00	0.00	650.00
Fund Total: 05		<u>344,519.95</u>	<u>7,104.97</u>	<u>540.76</u>	<u>0.00</u>	<u>337,955.74</u>

7/1/2024

Board Meeting Mileage Sheet

DATE	YEAR	TRADE NAME	STYLE	NUMBER	BODY TYPE	CAPACITY	VEHICLE ID#	CYLINDERS	COST	LICENSE #	MILEAGE
11/19/2007	2007	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31L27DA62220	8	19549	53028	201068
1/4/2008	2007	CHEVY	VAN	TAN	ES UPLANDER	7	GNDV23107D159355	6	15570	51495	181051
8/12/2008	2004	CHEVY	PICKUP	SILVER	HEAVY DUTY	6	1GCHK23G64F153924	8	14880	44965	211860
6/26/2018	2013	FORD	PICKUP	RED	F150	5	1FTFW1EF1DKF26059	8	21000	58436	141910
7/20/2009	2008	CHEVY	VAN	WHITE	UPLANDER LS	7	GNDV23118D104608	6	15926	55997	169019
7/22/2009	2008	CHEVY	VAN	RED	UPLANDER LS	7	GNDV23128D130117	6	15926	51678	193933
8/17/2009	2001	CHEVY	VAN	WHITE	EXPRESS	2	1GCHG35R111152386	6	9014	51494	112165
9/23/2009	2009	FORD	VAN	WHITE	ECONOLINE	10	1FBNE31LX9DA54328	6	22249	53021	88628
11/16/2011	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG5BR626494	6	17500	56539	133299
11/16/2012	2011	DODGE VAN	VAN	SILVER	GRAND CARAVAN	5	2D4RN3DG9BR628362	6	17500	56540	178120
12/17/2021	2016	CHEVY	SPED BUS	YELLOW	MICRO BIRD	13	1GB3G3BG5F1127886	8		60892	79322
4/25/2022	2014	DODGE VAN	VAN	NAVY	GRAND CARAVAN	6	2C4RDGBG4ER353286	6		60384	93947
6/2022	2019	DODGE VAN (SPED)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGBG6HR735999	6		60884	40669
5/2022	2013	CHEVY VAN	VAN	WHITE	EXPRESS	10	1GAWGPFA7D1176079	6		60382	36726
12/2022	2019	DODGE VAN (Activity)	VAN	WHITE	GRAND CARAVAN	6	2C4RDGEG1KR739509	6		60890	83704
11/1/2023	2021	NISSAN VAN	VAN	SILVER		10	5BZAF0AA8MN850607	6		60902	63407
11/2023	2023	CHEVY	TRUCK	WHITE	2500 HD	3	1GC0YLE70PF209343	8		60898	11786
12/2023	2023	FORD	VAN	WHITE	TRANSIT	10	1FBAX2C89PKB95953	8		62998	4063

5018

Parent and Guardian 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 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/guardian 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 may 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

State and federal law simultaneously require students to take state assessments, with few exceptions, but also permit parents or guardians to request to opt their students out of these assessments. Approval of opt out requests is contrary to the mandatory testing laws, so the District cannot "approve" the request. Parents who do not present their child for testing will result in the child receiving the lowest score possible on the assessment.

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/guardians may restrict their child from participating in any survey.

Adopted on: December 21, 2016

Revised on: July 10, 2017; November 9, 2020

Reviewed on: July 13, 2020; July 12, 2021; July 11, 2022; July 10, 2023

5054 Student Bullying

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

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

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

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

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 that educate students about bullying, bullying prevention and digital citizenship.

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

Adopted on: December 21, 2016

Revised on: June 11, 2018; July 13, 2020

Reviewed on: July 12, 2021; July 11, 2022; July 10, 2023

5057

District Title I Parent and Family Engagement Policy

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

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

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

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities such as training to help parents work with their children to

improve achievement. A goal of parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.
7. Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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

Adopted on: December 21, 2016

Revised on: June 11, 2018

Reviewed on: July 13, 2020; July 12, 2021; July 11, 2022; July 10, 2023

6004 Curriculum Development

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

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

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

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

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

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

Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated **curricular resources** **textbooks** on the following schedule.

School Year	English Language Arts	Mathematics	Science	Social Science	CPF/Computer Science	Fine Arts & Music	PE/Health
23-24		K-5 Implementation 6-12 Review & Adoption	K-5 Implementation		Review		
24-25	K-12 Review	6-12 Implementation	6-12 Review & Adoption		Adoption		
25-26	K-12 Adoption		6-12 Implementation	K-12 Review	Implementation		
26-27	K-12 Implementation			K-12 Adoption		Review	
27-28				K-12 Implementation		Adoption	Review
28-29		K-5 Review	K-5 Review			Implementation	Adoption
29-30		K-5 Adoption	K-5 Adoption				Implementation

Review = Adoption Process

Adoption = Year of ~~Purchase~~ Approval

Implementation = First Year of Use

Adopted on: December 21, 2016

Revised on: February 14, 2022; July 10, 2023; June 10, 2024

Reviewed on:

6040

Prekindergarten (Preschool or Early Childhood) Program

The school board establishes a program to provide prekindergarten services to students who reside within the school district boundaries, also referred to as an early childhood or preschool program. The school district will provide the program in compliance with state law and 92 NAC 11 (Nebraska Department of Education "Rule 11"). The availability of the program is subject to the district being able to employ and retain appropriate and qualified personnel.

Purpose. The purpose of the program is to promote the social, emotional, intellectual, language, physical, and aesthetic development and learning for the children served and to promote family development and support.

Age Participation. The program will be available only to children who are 4 years of age on or before July 31 of the enrollment year. If all slots are not taken by resident 4-year-olds, then resident children who turn 3 on or before July 31 of the enrollment year will be considered for eligibility. Once a child is kindergarten-eligible by age, they are not eligible for the program. Students are kindergarten-eligible by age if they are 5 years old or older on or before July 31 of the enrollment year.

Capacity Limitation. The maximum capacity for the program is 18 AM and 18 PM spots, with two slots in each of the AM and PM sessions held for students with disabilities unless more slots for students with disabilities are necessary to comply with applicable law. In the event the total number of children requesting enrollment in the program by July 15 rises above those limits, the district administration will offer the program to children with the following priority for enrollment:

- Students required by law or regulation to be given priority for enrollment, such by NDE Rule 11;
- Students having a verified disability;
- Students who qualify for free/reduced price lunches;
- Students who would meet district ELL requirements if enrolled in school;
- Students born premature or with low birth rates;
- The oldest four-year-old students.

If the program is not at capacity by July 15, the same priority rules will be applied to any 3-year-old students who have requested to attend the program.

If the program is at capacity after **July 15**, further enrollment applications will be denied unless required by law or regulation.

Program Coordinator. The program will be coordinated by a an individual qualified by law to be a Program Coordinator.

Program and Staff Requirements. All teachers and administrators in prekindergarten programs must hold a valid certificate or permit to teach issued by NDE except as otherwise allowed by law or Rule 11.

Participation and Inclusion. Participation of children and families in the program will be voluntary. The program will not exclude children verified as having disabilities and will include to the extent possible children of diverse social and economic characteristics.

Birth Certificates. Within 30 days of enrollment, parents or guardians must submit a certified copy of the child's birth certificate or other documentation in compliance with the Missing Children Identification Act (sections 43-2001 through 43-2012).

Instructional Hours. Each class in the program will operate a minimum of 12 instructional hours per week during the school year. Programs receiving grant funds pursuant to state law will operate a minimum of 450 instructional hours per school year.

Fees. The district may charge a fee for its program in accordance with the Policy 5045 - Student Fees, provided that the fee may not exceed the actual cost of the program. If the district charges a fee, it will also use a sliding fee scale in order to maximize the participation of economically and categorically diverse groups. The district may waive fees on the basis of need.

General Reports. The head administrator will include information about the program in the NDE approved data system. All early childhood data is due as specified by the data system calendar.

Early Childhood Program Report. An Early Childhood Program Report Form will be submitted annually by October 15 on the form required by NDE.

Planning. Each program will have a planning period that complies with the requirements of Rule 11.

Coordination with Existing Programs and Funding Sources. The district will develop, and keep on file, a written plan to show that the program will be coordinated or contracted with existing programs in

compliance with Rule 11 requirements. The district will develop and keep on file a written plan to coordinate and use a combination of local, state, and federal funding sources including, but not limited to, those listed in Rule 11 in order to maximize the participation of economically and categorically diverse groups of children and to ensure that participating children and families have access to knowledge of comprehensive services that may be available.

Additional Rule 11 Requirements. Rule 11 includes additional requirements that are not included in this policy, including but not limited to requirements addressing family development and support; developmentally and culturally appropriate curriculum, practices, and assessment; evaluation and quality assurance; program staff; child/staff ration and group size; facilities, equipment, health, and safety; meals and snacks, immunizations; supervision; toileting; infants and toddlers; Sixpence programs; and home-based programs. The district will comply with these additional requirements that are applicable to the program.

Special Education Act Compliance. Nothing in this policy allows the school district to fail to meet its responsibilities under the Special Education Act (section 79-1110 through 79-1167). To the extent there is any conflict between this policy or Rule 11 with the Special Education Act, the Act shall control.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3014 Use of School Property

In order to better utilize the investment of the School District, the Board of Education believes it to be in the best interest of the School District to make certain property available for usage by non-school community organizations, groups, or individuals, provided that:

1. Such usage shall not interfere with the normal and usual activities of the school and shall not coincide with the school day (7am-4pm) when students and/or staff are present.
2. Usage shall align with the school district's safety and security policies and procedures.
3. No smoking will be permitted in any part of the building during its use by an outside group or organization.
4. No activity or entertainment may be presented in school facilities of a lewd or morally questionable nature or which advocates or favors any unlawful violence or rebellion against the government of the United States.
5. Such usage is not judged harmful to any facilities or equipment.
6. That the school district be reimbursed for costs, as stipulated by the **contract Agreement for Use of School Facilities form**, including depreciation caused by such usage.
7. Organizations, groups, or individuals renting school facilities for any purpose must carry a hold-harmless clause for the School District during the period that the facility is being used. Minimum liability limits are \$1,000,000 per Individual and \$2,000,000 Aggregate.

Securing School District Property by Non-School Organizations, Groups or Individuals

Initial contacts to make arrangements for securing any school property for usage by any non-school community organization group or individual must be made with the Building Principal. The Building Principal will determine whether or not the request requires the completion of a "**Contract Agreement** for use of School Facilities". If the request requires completion of the form, the group or individual will be referred to the Office of the Superintendent of Schools where the forms can be obtained.

Permission to rent **or reserve** any school property will be granted only after a

Certificate of Insurance ~~or other verification of insurance~~ has been furnished to the School District and a written agreement has been signed by the authorized people representing the various community organizations, groups, or individuals and the Superintendent of Schools.

Securing School District Facilities for School Related Organizations

Arrangements for usage by school sponsored or school related organizations of the Nebraska City Public Schools will be made through the Building Principal. This would include school related organizations whose purpose is to support some programs of the public schools and whose required usage of facilities is to support that purpose, such as the PTA or Fine Arts Boosters.

The same governing regulations shall apply to these organizations as applies to non-school organizations, groups, or individuals, except, that no rental fee shall be charged and that the public liability and property damage insurance will not be required.

Designated Personnel Present During Usage

A responsible person, designated by the Superintendent or the Building Principal, must be in the building at all times a building is being rented or used, or must accompany any equipment of any mechanical nature during usage of any organization, group, or individual.

Responsibility for Damage or Loss

Any organization, group, or individual renting or using school facilities or equipment, shall assume responsibility for maintaining order, protecting property, and assuring safety of persons participating or attending. Such organization, group, or individual must pay for any unnecessary wear and tear destruction, damage or loss of such facilities and equipment caused by such usage.

Such organization, group, or individual shall also be liable for any action brought by any person as a result of such use of a district facility.

Movement of Equipment and Materials

In order to safeguard the gymnasium floor, equipment materials may not be moved on or off of these floors without permission of the Building Principal, except when

this movement is part of the rental agreement for non-school community organizations, groups, or individuals.

Inclement Weather

In the event of inclement weather, all facility usage events or activities may be canceled or postponed at the discretion of the Superintendent. Facilities will not be made available if school is closed due to weather or emergency circumstances.

Use of School Playground Facilities

The Board of Education believes that the school playground facilities should be used for the year-round development and recreation of the boys and girls and adults of the school district. However, the school district will not assume any responsibility for unsupervised usage of these sites outside of the school activities year.

The Board of Education is desirous of cooperating with the City Park Board and other community organizations in order to provide organized recreational programs for the patrons of the School District.

Adopted on: June 9, 2008

Revised on: August 14, 2017; June 10, 2024

Reviewed on: November 14, 2022

3014.R1 RENTAL CHARGES

Facility Usage Fees are payable in advance and established as follows:

Fees are per area, per day, per building and do not include staffing:

HS Track and Athletic Turf Field	\$1,400.00 (8 hour limit)
Auditorium	\$400.00
Gym	\$400.00
Commons	\$300.00
Concessions	\$300.00
Parking Lot	\$300.00
Servery (not kitchen)	\$300.00
Athletic Field	\$300.00
Classroom	\$100.00

Fees may be waived or reduced for local civic, city and non-profit organizations at the discretion of the Superintendent. A memorandum of understanding is the preferred rental agreement for a non-public school's facility usage.

~~Area usage fees are payable in advance and established as follows:~~

~~High School Auditorium (Per Session)~~

Civic Organization	No Charge
Non-Profit Organization	\$75.00
Commercial Purposes	\$250.00

~~High School and Middle School Gymnasium (Per Gym/Per Session)~~

Civic Organization	No Charge
Non-Profit Organization	\$100.00
Commercial Purposes	\$300.00

~~High School Kitchen (Per Day)~~

Civic Organization	No Charge
Non-Profit Organization	\$75.00

~~(In either case, the organization must pay to have a Food Service Staff Person on duty while the kitchen is in use and for clean up. Those charges will be paid directly to the Food Service Staff Person.)~~

~~Athletic Field and Track (Per Session, Maximum 6 Hours)~~

Civic Organization	No Charge
Non-Profit Organization	\$1000.00
Commercial Purposes	Varies with Activity

High School Parking Lot (Per Day)

Civic Organization	No Charge
Non-Profit Organization	\$100.00
Commercial Purposes	\$250.00

Northside/Hayward Gymnasium

Civic Organization	No Charge
Non-Profit Organization	\$50.00
Commercial Purposes	\$150.00

Hayward Commons

Civic Organization	No Charge
Non-Profit Organization	\$25.00
Commercial Purposes	\$75.00

Northside/Middle School Commons

Civic Organization	No Charge
Non-Profit Organization	\$50.00
Commercial Purposes	\$150.00

District Classroom

Civic Organization	No Charge
Non-Profit Organization	\$10.00
Commercial Purposes	\$30.00

Local Civic/City/Non-Profit Organization means a local organization in Nebraska City that provides services to the community. A club, group, league, society or association of persons not organized for profit but operated exclusively for educational or charitable purposes including the promotion of community welfare, and the net earnings of which are devoted exclusively to charitable, educational, recreational, or social welfare purposes.

Staffing: The cost of event staff required for the usage of facilities will be billed at an hourly rate of \$35 per person and will be paid to the School District of Nebraska City through the office of the Superintendent. Staffing needs are determined by the School District and these fees will not be waived. Availability of event staff will be a consideration for approval of facility usage agreements.

If for the rental of any of the school district facilities, a custodian is required to maintain the cleanliness of the building, the cost of that custodian's time is the responsibility of the rental group. The fees for the custodian are to be paid directly to the custodian by the group renting the particular facility.

All payments will be made to the School District of Nebraska City through the office of the Superintendent.

The lessee is responsible for signing a current Agreement for Use of School Facilities and providing **proof** a **certificate** of insurance in the areas of General Liability and/or Worker's Compensation to the office of the Superintendent.

Adopted on: November 10, 2008

Revised on: August 14, 2017; **June 10, 2024**

Reviewed on: November 14, 2022

2006 Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to **complaints board members, patrons, students and school staff**, unless the **complaint staff member** is subject to a different grievance procedure **required by law, pursuant to** policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems **at the lowest level of the chain of command**. When **such** those 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 **in any specific policy addressing those areas or the procedures** set forth below. **Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.** **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."**

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 the complainant **reasonably** believes speaking directly to the person would subject complainant **or complainant's student** 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. **Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.**

- 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 applicable 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 first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the respondent 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 the respondent that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent staff member, the administrator or

~~Title IX/504~~ coordinator shall, in his or her sole discretion, determine whether the complaint should **or must** be pursued further.

- b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant **and, if necessary, the respondent against whom the complaint is filed,** 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 involves 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 receives the complaint.
4. If either the complainant or the **respondent 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. **The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.**
- a) The appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ~~ten (10)~~ **three (3)** calendar days from the date **of the decision.**~~the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.~~

- c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, 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 prepare a written decision and provide it to inform the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, 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. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.
5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:
- a) When the complaint is about a board policy, not implementation of the policy;
 - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
 - c) When the board is required by law, policy, or contract to hear a complaint or appeal.

- ~~If either the complainant or the accused~~ If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.
- d) This appeal must be in writing.
 - e) 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.
 - f) 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
 - g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the ~~it received complainant's~~ written appeal.
 - h) There is no appeal from any decision of the board unless authorized by law.
6. ~~When a formal complaint about the superintendent of schools has been~~ Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will

coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

- b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge **or require** the complainant to discuss the matter directly with the superintendent, if appropriate **or required**.
 - 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 **or must** be pursued further.
- ~~c) 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 **by the full board**.
- d) Respond to the complainant **or appeal**. If the complaint **or appeal involves** ~~involved~~ discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) **Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.**

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 to 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: November 14, 2016

Revised on: June 10, 2019; August 10, 2020; July 8, 2024
Reviewed on: January 16, 2023

3057 Title IX Policy

Nondiscrimination. The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates including in admission and employment. Inquiries about Title IX may be referred to the school district's Title IX Coordinator, the U.S. Department of Education's Office for Civil Rights, or both. The school district's Title IX Coordinator may be contacted at Title IX Coordinator, 1700 14th Ave., Nebraska City, NE 68410; email, jhippen@nebcityps.org, 402-873-6033. The school district's nondiscrimination policy and grievance procedures are included this policy, or can be accessed at: nebcityps.org To report information about conduct that may constitute sex discrimination or make a complaint of sex discrimination under Title IX, please contact the Title IX Coordinator.

Publication Notice. The school district will include the following notice on its website and in each handbook, catalog, announcement, bulletin, application form, and other places as required by law:

The school district prohibits sex discrimination in any education program or activity that it operates and individuals may report concerns or questions to the Title IX Coordinator. The school district's Title IX policy, notice, and other information may be accessed at the following link: [Link to Notice of Nondiscrimination](#)

Retaliation Prohibited. Retaliation, including peer retaliation, is prohibited in the school district's education program or activity. If the school district has information about conduct that reasonably may constitute retaliation under Title IX, it may be required to treat it as an allegation of sex discrimination. Upon receiving a complaint alleging retaliation, the school district will initiate its grievance procedures or informal resolution process.

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

Complainant means an employee, a student, or a parent, guardian, or other individual with the legal right to act on behalf of a complainant who is alleged to have been subjected to conduct that could constitute sex

discrimination, including sex-based harassment; or any other person who may have been subjected to sex discrimination when that person was participating or attempting to participate in the school district's education program or activity.

Complaint means an oral or written request to the school district that objectively can be understood as a request for the school district to investigate and make a determination about alleged sex discrimination under Title IX.

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. School 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.

Respondent means a person who is alleged to have violated the school district's prohibition on sex discrimination. When a sex discrimination complaint alleges that the school district's policy or practice discriminates on the basis of sex, the school district is not considered a respondent.

Sex-based harassment prohibited by this part is a form of sex discrimination and means sexual harassment and other harassment on the basis of sex that is:

Quid pro quo harassment. An employee, agent, or other person authorized by the school district to provide an aid, benefit, or service under the school district's education program or activity explicitly or impliedly conditioning the provision of such an aid, benefit, or service on a person's participation in unwelcome sexual conduct;

Hostile environment harassment. Unwelcome sex-based conduct that, based on the totality of the circumstances, is subjectively and objectively offensive and is so severe or pervasive that it limits or denies a person's ability to participate in or benefit from the school

district's education program or activity (i.e., creates a hostile environment). Whether a hostile environment has been created is a fact-specific inquiry that includes consideration of the following:

- The degree to which the conduct affected the complainant's ability to access the school district's education program or activity;
- The type, frequency, and duration of the conduct;
- The parties' ages, roles within the school district's education program or activity, previous interactions, and other factors about each party that may be relevant to evaluating the effects of the conduct;
- The location of the conduct and the context in which the conduct occurred; and
- Other sex-based harassment in the school district's education program or activity.

Sexual assault meaning an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation;

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.

- **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.
- **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
- **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

- **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.

Sex Offenses, Non-forcible—(Except Prostitution Offenses)
Unlawful, non-forcible sexual intercourse.

- **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
- **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

Dating violence meaning violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim and where the existence of such a relationship shall be determined based on a consideration of the length and type of relationship and the frequency of interaction between the persons involved in the relationship;

Domestic violence meaning felony or misdemeanor crimes committed by a person who:

- Is a current or former spouse or intimate partner of the victim under the family or domestic violence laws of the jurisdiction of the school district, or a person similarly situated to a spouse of the victim;
- Is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;
- Shares a child in common with the victim; or
- Commits acts against a youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction

Stalking meaning engaging in a course of conduct directed at a specific person that would cause a reasonable person to fear for the person's safety or the safety of others or suffer substantial emotional distress.

Response to Sex-based Harassment.

All Employees. All school district employees must notify the Title IX Coordinator when the employee has information about conduct that reasonably may constitute sex discrimination, including sex-based harassment under Title IX.

Title IX Coordinator. The school district will designate and authorize at least one employee as the school district's "Title IX Coordinator," to coordinate the school district's efforts to comply with its responsibilities under Title IX and this policy. The superintendent or Title IX Coordinator is authorized to delegate specific duties to one or more designees.

For conduct that could constitute sex-based harassment, the Title IX Coordinator must take the following actions:

- Offer and coordinate supportive measures for the complainant and for the respondent;
- Notify the complainant or the individual who reported the conduct of the grievance procedures and, if appropriate, the informal resolution process.
- Take other appropriate steps to avoid the recurrence of sex discrimination and restore or maintain equal access to the school district's programs and activities.

Supportive Measures. The school district will provide supportive measures, as appropriate, in cases involving sex-based harassment. These measures may include but are not limited to: counseling; extending deadlines; increased supervision; no-contact directives; leaves of absence; changes in class, work, or activities, regardless of whether there is a comparable alternative; and training and education programs related to sex-based harassment. Supportive measures may be continued, modified, or discontinued at the conclusion of any grievance

process. Supportive measures will not be disclosed to anyone other than the person to whom they apply and others, including school officials, who need to know the supportive measures to implement them.

Requests to Modify Supportive Measures. A complainant or respondent may request modification or reversal of the school district's decision to provide, deny, change, or terminate supportive measures applicable to them. Requests must be made to the Title IX Coordinator in writing, and an impartial individual will review the request.

Students with Disabilities. If the complainant or respondent is a student with a disability, the Title IX Coordinator will consult with one or more members of the student's IEP or Section 504 team to determine compliance with those laws while implementing supportive measures and all other requirements of this policy and Title IX.

Emergency Removal. The school district is authorized to remove a respondent from the school district's education program or activity on an emergency basis, provided that the school district undertakes an individualized safety and risk analysis; determines that an imminent and serious threat to the health or safety of a complainant or other persons arising from the allegations of sex discrimination justifies removal; and provides the respondent with notice and an opportunity to challenge the decision immediately following the removal.

Administrative Leave. The school district is authorized to place an employee respondent on administrative leave from employment responsibilities during the pendency of the school district's grievance procedures.

Informal Resolution. The school district may offer an informal resolution process unless the complaint includes allegations that an employee engaged in sex-based harassment of a student or informal resolution would be contrary to law. Prior to initiating informal resolution, the parties will be provided with notice of the allegations. Participation in informal resolution is voluntary, and any informal resolution will include consent from the complainant and respondent, the ability to withdraw from the process, and

the right to resume the grievance process. If an agreement is reached, it precludes the parties from initiating or resuming the grievance process.

The informal resolution facilitator will not be the same person as the investigator or the decisionmaker in the school district's grievance procedures. Potential terms that may be included in an informal resolution agreement include but are not limited to restrictions on contact, restrictions on participation in programs or activities, and disciplinary sanctions.

If informal resolution is offered, the school district will maintain all evidence gathered, communications about the informal resolution process, and the agreement reached. This information will be disclosed to outside individuals only as permitted by law and if required to implement the requirements of the agreement or Title IX. If no agreement is reached, only relevant and permissible evidence received during the informal resolution process will be considered during the grievance process.

Grievance Procedures to Resolve Complaints of Sex Discrimination.

Any person designated as Title IX Coordinator, investigator, or decision maker will not have a conflict of interest or bias for or against any party, generally or specifically. The decisionmaker may be the same person as the Title IX Coordinator or investigator.

Complaint. Complaints of sex-based harassment may only be made by a complainant; a parent, guardian, or other individual with the legal right to act on behalf of a complainant; or the Title IX Coordinator. Complaints of sex discrimination (excluding complaints of sex-based harassment) may be made by any person who was participating or attempting to participate in the school district's education program or activity at the time of the alleged sex discrimination.

Complaint by Coordinator. In the absence of a complaint made by any other individual, the Title IX Coordinator will determine whether to initiate a complaint of sex discrimination. The Title IX Coordinator must consider, at a minimum, the following factors:

- The complainant's request not to proceed with the initiation of a complaint;

- The complainant's reasonable safety concerns regarding the initiation of a complaint;
- The risk that additional acts of sex discrimination would occur if a complaint is not initiated;
- The severity of the alleged sex discrimination, including whether the discrimination, if established, would require the removal of a respondent from campus or imposition of another disciplinary sanction to end the discrimination and prevent its recurrence;
- The age and relationship of the parties, including whether the respondent is an employee of the school district;
- The scope of the alleged sex discrimination, including information suggesting a pattern, ongoing sex discrimination, or sex discrimination alleged to have impacted multiple individuals;
- The availability of evidence to assist a decisionmaker in determining whether sex discrimination occurred; and
- Whether the school district could end the alleged sex discrimination and prevent its recurrence without initiating its grievance procedures.

If the Title IX Coordinator initiates a complaint, they will notify the complainant prior to doing so and address reasonable concerns about the complainant's safety or the safety of others, including by providing supportive measures.

Consolidation of Complaints. The school district may consolidate complaints of sex discrimination against more than one respondent, or by more than one complainant against one or more respondents, or by one party against another party, when the allegations of sex discrimination arise out of the same facts or circumstances. When more than one complainant or more than one respondent is involved, references in this section to a party, complainant, or respondent include the plural, as applicable.

Basic Procedures. This grievance procedure is governed by the following basic requirements:

- A respondent is presumed not responsible for the alleged sex discrimination until a determination is made at the conclusion of the grievance procedure;
- The school district will treat the complainant and respondent equitably throughout the grievance process;
- The school district will take reasonable steps to protect the privacy of individuals participating in the grievance process in a manner that does not restrict the parties from obtaining and presenting evidence, speaking to witnesses, consulting with family members or advisors, or otherwise participating in the grievance process;
- The District will use the following timelines for each complaint, but the Title IX Coordinator or designee may extend them as needed:

Major Stage	Target Duration (calendar days)
Completion of the school district's decision whether to dismiss or investigate a complaint of sex discrimination	1-15
Investigation	1-30
Determination	1-30
Appeal	1-20

Notice of Allegations. Upon initiation of the grievance procedure, the school district will provide notice of the allegations to the parties whose identities are known. The notice will include a copy of this policy; the parties involved in the incident(s); the conduct alleged to constitute sex discrimination; and the date(s) and location(s) of the alleged incident(s), if available. Retaliation is prohibited.

If the school district decides to investigate additional allegations of sex discrimination that are not included in the initial notice, the school district will provide notice of the additional allegations to the parties.

Complaint Investigation. The burden is on the school district to conduct an investigation that gathers sufficient evidence to determine whether sex discrimination occurred. The individual investigating and deciding the complaint will:

- Provide an equal opportunity for the parties to present fact witnesses and relevant and permissible evidence;
- Objectively review all evidence gathered through the investigation and determine what evidence is relevant and permissible;
- Provide each party with an accurate description of the relevant and permissible evidence, and upon request, copies of this evidence;
- Provide the parties a reasonable opportunity to respond to the evidence;
- Use a process that enables the decisionmaker to question parties and witnesses to adequately assess a party's or witness's credibility, but credibility will not be based upon any individual's status as a complainant, respondent, or witness; and
- Take reasonable steps to prevent and address the parties' unauthorized disclosure of information and evidence obtained solely through the grievance procedures. For purposes of this paragraph, disclosures of such information and evidence for purposes of administrative proceedings or litigation related to the complaint of sex discrimination are authorized.

Relevant and Permissible Evidence. The school district will consider relevant and permissible evidence. Relevant evidence is evidence related to the allegations of sex discrimination under investigation as part of the grievance procedure. Questions are relevant when they seek evidence that may aid in showing whether the alleged sex discrimination occurred, and evidence is relevant when it may aid a decisionmaker in determining whether the alleged sex discrimination occurred.

Generally relevant evidence is permissible, but does not include:

- Evidence that is protected under a privilege as recognized by Federal or State law;
- A party's or witness's records that are made or maintained by a physician, psychologist, or other recognized professional in connection with the provision of treatment to the party or witness unless the school district obtains that party's or witness's voluntary, written consent for use in this grievance procedures; and
- Evidence that relates to the complainant's sexual interests or prior sexual conduct, unless that evidence is offered to prove that someone other than the respondent committed the alleged conduct or is evidence about specific incidents of the complainant's prior sexual conduct with the respondent that is offered to prove consent to the alleged sex-based harassment. The fact of prior consensual sexual conduct between the complainant and respondent does not by itself demonstrate or imply the complainant's consent to the alleged sex-based harassment or preclude a determination that sex-based harassment occurred.

Determining Whether Sex Discrimination Occurred. The school district will:

- Use the preponderance of the evidence standard of proof, that it is more likely than not, to determine whether sex discrimination occurred;
- Use only relevant and permissible evidence to reach a determination;
- Notify the parties in writing of the determination whether sex discrimination occurred, including the rationale for such determination, and the procedures and permissible bases for the complainant and respondent to appeal, if applicable;
- If there is a determination that sex discrimination occurred, coordinate and provide remedies to restore equal access, coordinate the imposition of any disciplinary sanctions on a respondent, including notification to the complainant of any such disciplinary sanctions, and require the Title IX Coordinator to take

other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur;

- Not discipline a party, witness, or others participating in a school district's grievance procedures for making a false statement or for engaging in consensual sexual conduct based solely on the school district's determination whether sex discrimination occurred.

Dismissal of a Complaint. A complaint of sex discrimination made through the grievance procedure may be dismissed for any of the following reasons:

- The school district is unable to identify the respondent after taking reasonable steps to do so;
- The respondent is not participating in the school district's education program or activity and is not employed by the school district;
- The complainant voluntarily withdraws any or all of the allegations in the complaint, the Title IX Coordinator declines to initiate a complaint, and the school district determines that without the complainant's withdrawn allegations, the remaining alleged conduct would not constitute sex discrimination even if proven;
- The school district determines the conduct alleged in the complaint, even if proven, would not constitute sex discrimination under Title IX. Before dismissing the complaint under this paragraph, the school district must make reasonable efforts to clarify the allegations with the complainant.

Upon dismissal, the school district will promptly notify the complainant of the basis for the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the respondent of the dismissal and the basis for the dismissal promptly following notification to the complainant, or simultaneously if notification is in writing.

The school district will notify the complainant that a dismissal may be appealed and provide the complainant with an opportunity to appeal the dismissal. If the dismissal occurs after the respondent has been notified of the allegations, then the school district must also notify the

respondent that the dismissal may be appealed on the bases set out in this policy. Upon the dismissal of a complaint, at a minimum, the school district will:

- Offer supportive measures to the complainant, and offer supportive measures to the respondent if the respondent has been notified of the complaint;
- Require its Title IX Coordinator to take other appropriate prompt and effective steps to ensure that sex discrimination does not continue or recur within the school district's education program or activity.

Appeal. The school district will provide the parties the opportunity to appeal the decisionmaker's written determination or a dismissal of a complaint, on the grounds identified below. The school district will implement appeal procedures equally for the parties, including a reasonable and equal opportunity to make a statement in support of or challenging the outcome being appealed. Appeals under Title IX, like other comparable proceedings, will be handled consistent with the school district's general complaint policy.

Time for Appeal. Appeals may only be initiated by submitting a written Notice of Appeal to the superintendent within three (3) calendar days of the party's receipt of (1) the written determination of whether sex discrimination occurred from which the appeal is taken, or (2) the written dismissal of the complaint from which the appeal is taken.

Notice of Appeal Filed By Party. The Notice of Appeal must include (a) the name of the party or parties appealing, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from the following subsection) 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 and Title IX.

Appeals of Dismissals. If a dismissal is appealed, the school district will provide notice of the allegations to the complainant and respondent if not provided previously.

Appeal Decision. The decisionmaker for the appeal will be an individual who did not take part in the investigation, determination, and/or decision to dismiss the complaint. The appeal decisionmaker will notify the parties of the result of the appeal and the rationale for the result.

Disciplinary Sanctions and Remedies. If it is determined that sex-based harassment occurred, the school district may impose disciplinary sanctions that may include suspension, expulsion, mandatory reassignment, adverse employment action up to and including termination, or any other actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include 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.

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

Recordkeeping. The school district will maintain the following documents for a period of at least seven years:

- For each complaint of sex discrimination, records documenting the informal resolution process or grievance procedures and the outcome.
- Records documenting the actions the school district took to meet its obligations under Title IX for any allegation of sex discrimination.

- All materials used to provide training as required by this policy. The school district will make these training materials available upon request for inspection by members of the public.

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).

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

1.3. **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.

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

1.5. **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).

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

1.7. **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.

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

~~1.8.1. 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;~~

~~1.8.2. 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;~~

~~1.8.3. **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;~~

~~1.8.3.1. **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.~~

~~1.8.3.1.1. **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.~~

~~1.8.3.1.2. **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~~

~~1.8.3.1.3. **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~~

~~1.8.3.1.4. **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~~

~~1.8.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.~~

~~1.8.3.2.1. **Incest**—Non Forcible—sexual—intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law~~

~~1.8.3.2.2. **Statutory Rape**—Non Forcible—sexual intercourse with a person who is under the statutory age of consent~~

~~1.8.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—~~

~~1.8.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and~~

~~1.8.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:~~

~~1.8.4.2.1. The length of the relationship.~~

~~1.8.4.2.2. The type of relationship.~~

~~1.8.4.2.3. The frequency of interaction between the persons involved in the relationship.~~

~~1.8.5. **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, under the family or domestic violence laws of the jurisdiction receiving grant funding and, in the case of victim services, includes the use or attempted use of physical abuse or sexual abuse, or~~

a pattern of any other coercive behavior committed, enabled, or solicited to gain or maintain power and control over a victim, including verbal, psychological, economic, or technological abuse that may or may not constitute criminal behavior, by a person who;

1.8.5.1. is a current or former spouse or intimate partner of the victim, or person similarly situated to a spouse of the victim;

1.8.5.2. is cohabitating, or has cohabitated, with the victim as a spouse or intimate partner;

1.8.5.3. shares a child in common with the victim; or

1.8.5.4. commits acts against youth or adult victim who is protected from those acts under the family or domestic violence laws of the jurisdiction.

1.8.6. **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

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

1.8.6.2. suffer substantial emotional distress.

1.9. **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.

2. Discrimination Not Involving Sexual Harassment.

2.1. 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.

2.2. 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:

2.2.1. 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;

2.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

2.2.3. Deny any person any such aid, benefit, or service;

2.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

2.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

2.2.6. 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;

2.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

2.3. 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.

3. Response to Sexual Harassment

3.1. 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.

3.2. 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.

3.3. 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.

3.4. 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.

3.5. 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.

4. Grievance Process for Formal Complaints of Sexual Harassment.

4.1. General Requirements.

4.1.1. 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.

4.1.2. 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.

4.1.3. 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.

4.1.4. 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.

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

4.1.4.2. 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:

4.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

4.1.4.3. 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.

4.1.4.4. 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.

4.1.5. 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.

4.1.6. 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.

4.1.7. 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.

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

4.1.9. 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.

4.2. Notice of Allegations.

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

4.2.1.1. A copy of this policy.

4.2.1.2. 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.

4.2.2. 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.

4.3. Dismissal of Formal Complaint.

4.3.1. The district will investigate the allegations in a formal complaint.

4.3.2. **Mandatory Dismissals.** The district **must** dismiss a formal complaint if the conduct alleged in the formal complaint:

4.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

4.3.2.2. Did not occur in the district's education program or activity; or

4.3.2.3. Did not occur against a person in the United States.

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

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

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

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

4.3.4. 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.

4.3.5. 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.

4.4. **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.

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

4.5.1. 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;

4.5.2. 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);

4.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

4.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

4.5.5. 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;

4.5.6. 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;

4.5.7. 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

4.5.8. 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.

4.6. Determination Regarding Responsibility

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

4.6.2. 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.

4.6.3. 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:

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

4.6.3.2. 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;

4.6.3.3. Findings of fact supporting the determination;

4.5.8.1. Conclusions regarding the application of the district's code of conduct to the facts;

4.5.8.2. 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

4.5.8.3. The district's procedures and permissible bases for the complainant and respondent to appeal.

4.5.9. 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.

4.5.10. The Title IX Coordinator is responsible for effective implementation of any remedies.

4.6. **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.

4.6.1. **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.

4.6.2. **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:

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

4.6.2.2. 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

4.6.2.3. 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.

4.6.3. As to all appeals, the district will:

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

4.6.3.2. 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;

4.6.3.3. Ensure that the decision maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

4.6.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

4.6.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

4.6.3.6. Provide the written decision simultaneously to both parties.

4.7. 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:

4.7.1. Provides to the parties a written notice disclosing:

4.7.1.1. The allegations;

4.7.1.2. 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;

4.7.1.3. 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

4.7.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

4.7.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

4.7.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

4.8. Recordkeeping

4.8.1. The district will maintain for a period of seven years records of:

~~4.8.1.1. 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;~~

~~4.8.1.2. Any appeal and the result therefrom;~~

~~4.8.1.3. Any informal resolution and the result therefrom; and~~

~~4.8.1.4. 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.~~

~~4.8.2. 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.~~

~~5. **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.~~

6. Access to Classes and Schools.

6.1. 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.

6.1.1. 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.

6.1.2. 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.

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

6.1.4. 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.

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

7. 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.

7.1. 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.

~~7.2. **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.~~

~~8. **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.~~

~~9. **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).~~

~~9.1. **Specific Circumstances:**~~

~~9.1.1. The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.~~

~~9.1.2. 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.

10. **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.

11. **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).

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

13. **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

Revised on: June 13, 2022

Reviewed on:

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~~ **rolling** 12-month period measured ~~forward~~ **backward** from the date **an employee uses any FMLA leave.** ~~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: December 12, 2016

Revised on: July 10, 2017; July 8, 2024

Reviewed on: October 10, 2022

5001
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.

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request 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~~ **an exempt** 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~~ **exempt** 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.

Excused Absences

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

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation

6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Adopted on: December 21, 2016

Revised on:

Reviewed on: July 13, 2020, July 10, 2023

5001.R1
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, **mental** 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.*

5004 Option Enrollment

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

1. Definitions

- a. **Option Student Defined.** Option student shall means 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 means 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 means the school district that a student chooses to attend other than his or her resident school district.
- d. **Elementary School Defined.** Elementary school means grades K-5.
- e. **Middle School Defined.** Middle School means grades 6-8.
- f. **High School Defined.** High School means grades 9-12.

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

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

4. **Standards for Acceptance or Rejection of Option Students.**

a. **Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

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

Building/Program	Capped Capacity
Preschool	Grant does not allow options
Kindergarten	120
First	120
Second	120
Building: Northside Elementary	360
Third	120
Fourth	120
Fifth	96 120
Building: Hayward Elementary	312 360

Sixth	120
Seventh	120
Eighth	120
Building: NC Middle School	360
Ninth	120
Tenth	120
Eleventh	120
Twelfth	120
Building: NC High School	480

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

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

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

e. Prohibited Standards. The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. Order of Acceptance. If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:

- vi. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;
- ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

g. Maximum Capacity Report. The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

5. False or Misleading Option Applications. If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

6. Academic Credits and Graduation. The school district shall accept credits toward graduation that were awarded by another school district, and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

7. Information Regarding Schools, Programs, Policies and Procedures. The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

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

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

9. Late Applications and Requests for Release

- a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:
 - i. When the district has already entered into contracts with teaching staff for the following school year;
 - ii. When the district has already contracted for the performance of specific services for the student;
 - iii. When the release of the student would have a negative financial impact or loss of revenue for the district.
- b. The board of education will approve late applications to option into the district under the following conditions:
 - i. When the resident district has released the student; or if the student is an option student at the time of such application and applying to become an option student at a subsequent option school district, a release approval from the option school district the student is attending at the time of such application;
 - ii.

- iii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.

- c.** The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

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

- a.** A student does not need to be released from his/her resident district **or the option school district the student is attending at the time of application** 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: December 21, 2016

Revised on: February 14, 2022; July 10, 2023; October 9, 2023

Reviewed on: January 16, 2023

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.

Any disciplinary action taken by staff must be consistent with the requirements of other applicable laws, including but not limited to the IDEA, Section 504, and Title IX.

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

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

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

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a

school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

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

Short-Term Suspension

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

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

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

Emergency Exclusion

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

Weapons and/or Firearms

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

Weapons. No student may possess, handle, or transmit any weapon while on school grounds, in a school vehicle, or at any school activity or event off school grounds except as permitted by this policy. *Definition of Weapon.* The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

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

1. The issuance of firearms to or possession of firearms by members of the Reserve Officers Training Corps when training or
2. Firearms which may lawfully be possessed by the person receiving instruction under the immediate supervision of an adult instructor who may lawfully possess firearms.

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

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

Confiscation of Firearms and Weapons. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm or weapon possessed in violation of this policy. 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 to school.

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

- 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: December 21, 2016

Revised on: June 11, 2018; June 10, 2019; July 13, 2020; July 10, 2023;

July 8, 2024

Reviewed on: February 13, 2023

6031 Emergency Exclusion

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

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

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

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

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

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing. _The notice shall include notice of a recommended hearing examiner and an alternate hearing examiner for consideration by the parent(s) or guardian(s) if a hearing is requested.

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

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

Appointment and Qualifications of a Hearing Examiner.

The parent(s) or guardian(s) shall notify the superintendent within one school day of receiving notice of the recommended extension and proposed hearing examiner and alternate hearing examiner if the alternate hearing examiner is preferred.

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

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

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

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

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

Student's Witness(es). The student and his/her parent(s) or

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

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

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify. **The school district shall make available to testify at the hearing any employee who is a witness to the matter upon request from the parent(s) or guardian(s).**

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

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

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

Adopted on: December 21, 2016
Revised on: June 11, 2018
Reviewed on: September 12, 2022

NOTE TO BE DELETED: THIS POLICY IS FOR ALL CLASS III SCHOOL DISTRICTS AND CLASS I AND II SCHOOL DISTRICTS THAT HAVE DECIDED NOT TO ALLOW EMPLOYEES AND CONTRACTORS TO CARRY FIREARMS ON SCHOOL GROUNDS.

3060 Firearms and Weapons for Non-Students

Weapons. No person may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. **Definition of Weapon.** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

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

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers' Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training;
2. The possession of firearms by peace officers or other duly authorized law enforcement officers

The carrying of firearms by qualified law enforcement officers or qualified retired law enforcement officers carrying pursuant to 18 U.S.C. 926B or 926C, respectively, as such sections existed on January 1, 2023

3. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;

4. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
5. Firearms contained within a private vehicle **operated by a nonstudent adult** that are not loaded **and** are enclosed in a case or are in a locked firearm rack that is on a motor vehicle; or
6. A handgun carried as a concealed handgun by a nonstudent other than a minor or prohibited person in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area.

Consequences. In the event a person violates this policy, the school may:

- Make a report to law enforcement;
- Ban any violator from school grounds, school vehicles, or school events for any time period it deems appropriate; and/or
- Take any other action allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6039 Repeat of Grade at Parent-Guardian Request

Parents and guardians may request that their student repeat a grade level under the following conditions:

Students in Kindergarten through Fourth Grade

Parents and guardians of students in kindergarten through fourth grade may request that their student repeat the grade level that the student has just completed under the following conditions:

- 1) If the student is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade to which the student would otherwise advance; or
- 2) If the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed; or
- 3) If the student experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

Students in Fifth through Twelfth Grade

Parents and guardians of students in fifth through twelfth grade may request that their student repeat the grade level that the student has just completed if the student was absent fifty percent or more of the days in which school was in session for students during the school year which the student has just completed.

Procedure for Parent Requests for Student Grade Repetition

Parents and guardians who seek to have their student repeat the grade level just completed must submit a written request to the student's building principal no earlier than the day after the last scheduled student attendance day of the school year, and no later than two weeks after that date. This deadline may be waived by the superintendent for good cause shown. The request must include written documentation that provides evidence that the parents or guardians believe substantiate that the conditions outlined above have been met.

The principal shall promptly forward the request to the superintendent or his/her designee, along with any building-level information about the student which the principal believes will be relevant to the superintendent or designee in responding to the parents' or guardian's request.

The superintendent or designee shall review the request and promptly schedule a meeting with the parents or guardians. At this meeting, the superintendent or designee shall identify any alternative educational opportunities available to the student, including remedial instruction if applicable, and verify any special education supports available to the student. If the child's parent or guardian still intends to have such child repeat a grade, the parent or guardian shall complete a form prescribed by the Nebraska Department of Education and return the form to the office of the superintendent of schools.

Upon completion of the form and if all requirements pursuant to this policy are met, the school district shall have the child repeat the child's grade for the next school year.

Nothing in this policy modifies the school district's policies on mandatory attendance and reporting excessive absenteeism to the county attorney or other members of law enforcement. Likewise, nothing in this policy shall dictate or direct the provision of special education or related services, including but not limited to any IEP team decision about the appropriate educational placement of a child with a disability under Rule 51 of the Nebraska Department of Education.

Adopted on: July 8, 2024

Revised on:

Reviewed on:

5049
Firearms and Weapons

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

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

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. **Definition of Firearm.**

The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

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

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

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

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

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

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

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

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

semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

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

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

Adopted on: December 21, 2016

Revised on: July 10, 2023

Reviewed on: June 13, 2022

Revoked on: July 8, 2024

24/25 Student Handbook Changes

Section 1 - Basic Rules and General Practices

Notice of Nondiscrimination on page 5 - *Change to match the verbiage recommendations of KSB*

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. **The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [\[Insert Link to Notice of Nondiscrimination\]](#) Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: _____ at _____ (phone number), _____ (e-mail address), _____ (mailing address) or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the _____ at _____ (phone number), _____ (e-mail address) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.**

~~The following person has been designated to handle inquiries regarding the nondiscrimination policies:~~

~~Name: Mr. Scot Davis
Title: Hayward Principal
Address: 306 S. 14th St., Nebraska City, NE 68410
Telephone: (402) 873-6644
E-mail: sdavis@nebcityps.org~~

~~For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/CFAPPS/OGR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 2006—"Complaint Procedures".~~

Attendance

Pregnant and Parenting student *Add to match the verbiage recommendations of KSB on page 8.*

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy.

Complaint Procedures *Change to match the verbiage recommendations of KSB*

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those 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 in any specific policy addressing those areas or the procedures set forth below.

Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

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 applicable 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 coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, 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 involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

a) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final.

once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

6. If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- d) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- e) There is no appeal from any decision of the board unless authorized by law.

7. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
- b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 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 or must be pursued further.
- 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 by the full board.
- d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
- e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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.

~~Good communication helps to resolve many misunderstandings and disagreements, and the board encourages patrons and school staff to discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, 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 the complainant believes speaking directly to the person would subject the 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 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 the 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 to a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.~~

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

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

~~**Bad Faith or Serial Filings.** The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without~~

~~providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.~~

Discrimination and Harassment - *Change to match the verbiage recommendations of KSB*

~~The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities.~~

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Mr. Jason Hippen at (402) 873 -6033, jhippen@nebcityps.org or in person at district office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Mr. Scot Davis at (402) 873 -6641, sdavis@nebcityps.org or in person at the district office. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Principal Mr. Brian Hoover at 402-873-3360, bhoover@nebcityps.org or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Lunch Prices - *Needs to reflect the change in price if there will be one.*

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

- Breakfast Program – Grades 6-12
 - Regular Price \$2.15
 - Reduced Price \$0.30
- Lunch Program – Grades 6-12
 - Regular Price \$3.40
 - Reduced Price \$0.40
- Milk (each) \$0.50

Section 2 - Academic Information

Academic Integrity - *Addition of Artificial Intelligence bullet point example of "cheating, plagiarism, and academic dishonesty"*

- Utilizing websites or artificial intelligence (AI), without teacher permission, to complete assignments, projects, assessments or any other work designed to assess student ability.

Community Service - Remove and replace on page 36

Community Service

~~Students at NCHS are required to have 40 clock hours of community service prior to being eligible for graduation. A minimum of 10 hours must be completed by the end of 9th grade year; minimum of 20 hours completed by the end 10th grade year, and a minimum of 30 hours must be completed by the end of 11th grade year. Those not meeting the requirement during the academic year will need to schedule a conference with the administration to determine academic standing. To be certified as community service hours the service must be 1) completed within the Nebraska City Community, 2) an unpaid experience, 3) done outside of the school day. Students must complete the form and turn it into the principal to be awarded credit for their community service experience.~~

Community Service

Community service is encouraged as it helps develop a sense of social responsibility and community engagement. By volunteering, students gain valuable skills and experiences that enhance personal growth and career readiness. It fosters

empathy and compassion by exposing students to diverse perspectives and challenges. Additionally, community service strengthens community bonds and contributes to the overall well-being of society. Multiple opportunities will be provided to NCHS students to engage in community service throughout the school year. NCHS will track all submitted community service to use on college and scholarship applications.

Cumulative Grade Point Average - *To reflect the change to letter grades, the new grade point average on page 36*

GRADE	PERCENTILE RANGE	GPA
A	93-100	4.00
A-	90-92	3.67
B+	87-89	3.33
B	83-86	3.00
B-	80-82	2.67
C+	77-79	2.33
C	73-76	2.00
C-	70-72	1.67
D+	67-69	1.33
D	63-66	1.00
D-	60-62	0.67
F	0-59	0.00

Graduation Requirements - *To reflect the change for the Class of 2025 - 2027 and Class of 2028 on page 37*

240 credit hours-

40	Language Arts	30	Math
30	Science	10	Physical Education
35	Social Science	05	Fine Arts
10	School to Career	05	Creative Studies
05	Careers & Human Dev.	70	Electives

+40 clock hours of Community Service (Midterm Graduates must complete this before they check out in January)

To graduate from NCHS students should take (and pass) the following courses each year:

Freshmen:

_____ English 1, Communications 1, Earth Science, World Cultures, Math, Physical Education 1

Sophomores:

_____ English 2, Biology, American History, Math, Careers & Human Development

Juniors:

_____ 10 hours of English*, American Government and/or Honors American Gov't, Physical Education 2, Science

Seniors:

_____ 10 hours of English

Honor Roll - *To reflect the Laude System on page 39*

Honor Roll

The Honor Roll consists of the following:

_____	Bronze Honor Roll:	_____	GPA of 3.00 to 3.49 for the quarter
_____	Silver Honor Roll:	_____	GPA of 3.50 to 3.99 for the quarter
_____	Gold Honor Roll:	_____	GPA of 4.00 for the quarter (all 1's)

~~Students must complete a minimum of 25 credit hours during a semester to be considered for the Honor Roll. Students receiving any grades of 4 or 5 are not eligible for Honor Roll consideration. To be eligible for Honor Roll at NCHS a student must maintain a 3.00 GPA for the quarter.~~

Honor Roll/Laude System

Nebraska City Public Schools is committed to recognizing the academic success of its students in a variety of ways, including at the high school graduation ceremony. The goal of our laude recognition model is to celebrate academic excellence while at the same time creating a system that eliminates the competition between students that exists in a traditional class rank formula. We believe this will make it possible for students to pursue course offerings that best fit their interests and future goals while at the same time reinforcing the value of a rigorous course of study.

Laude Recognition Criteria:

- **Summa Cum Laude** (“with the highest honor”) - This is the highest recognition awarded at graduation. To graduate summa cum laude, a student must achieve a 3.9 on a 4.00 scale.
- **Magna Cum Laude** (“with great honor”) - This is the second highest recognition awarded at graduation. To graduate magna cum laude, a student must achieve a GPA of at least a 3.70 to 3.89 on a 4.00 scale.
- **Cum Laude** (“with honor”) - This is the third highest recognition awarded at graduation. To graduate cum laude, a student must achieve a GPA of at least a 3.50 to 3.69 on a 4.0 scale.

Recognized at quarter:

- **Honor Roll** - Recognize students who have achieved an academic achievement of 3.0 to 3.49 on the GPA scale.

Upper 10% - Removed. *Replaced with recognition through the Honor Roll/Laude System*

Upper 10%

~~Upper 10% certificates are awarded to Seniors at Graduation in the spring of each year and are based upon the grades students have earned for seven semesters while at NCHS. Students earning upper 10% recognition will be noted in the Commencement Program. To earn upper 10% students must be enrolled and in good academic standing at Nebraska City High School for seven semesters.~~

Chromebook Handbook Changes

Paying for your Chromebook - *Due to changes at the middle school:*

Policy for all classes through Class of 2025

~~Paying one year of insurance: \$175~~

~~Paying two years of insurance: \$115~~

~~Paying three years of insurance: \$55~~

~~Paying four years of insurance: \$0~~

This policy starts with Class of 2026

~~Paying one year of Protection Plan: \$200~~

~~Paying two years of Protection Plan: \$175~~

~~Paying three years of Protection Plan: \$115~~

~~Paying four years of Protection Plan: \$55~~

~~Paying five years of Protection Plan: \$0~~

Paying one year of insurance: \$175
Paying two years of insurance: \$115
Paying three years of insurance: \$55
Paying four years of insurance: \$0

Nebraska City High School 2024-2025

Home of the Pioneers

141 Steinhart Park Road
Nebraska City, NE 68410
Phone: 402-873-3360
Fax: 402-873-3831

NCHS Website: <http://www.nebcityps.org>

**Mr. Brian Hoover
Principal**

**Mr. Matt Thompson
Assistant Principal
Activities Director**

It is a GREAT Day to be a Pioneer!

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WELCOME

Dear Students and Parents:

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

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

There are several forms available on PowerSchool that must be read, signed, and submitted no later than August 23rd, 2024. These forms are available for review at the end of this handbook.

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

Sincerely,

Brian Hoover

Intent of Handbook

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. **The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [\[Insert Link to Notice of Nondiscrimination\]](#) Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: _____ at _____ (phone number), _____ (e-mail address), _____ (mailing address) or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the _____ at _____ (phone number), _____ (e-mail address) or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.**

~~The following person has been designated to handle inquiries regarding the nondiscrimination policies:~~

~~Name: Mr. Scot Davis
Title: Hayward Principal
Address: 306 S. 14th St., Nebraska City, NE 68410
Telephone: (402) 873-6641
E-mail: sdavis@nebcityps.org~~

~~For further information on notice of nondiscrimination, visit <http://wdcrobcolp01.ed.gov/GFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 2006 — "Complaint Procedures".~~

Aviso de no discriminación

Needs to be updated:

Este distrito escolar no discrimina por motivos de raza, color, religión, origen nacional, sexo, estado civil, discapacidad o edad o en la admisión o acceso a, o tratamiento de empleo, en sus programas educativos y actividades y proporciona igual acceso a los niños exploradores (boy scouts) y otros grupos juveniles designados. Cualquier persona que tenga preguntas sobre el cumplimiento de este distrito escolar con los reglamentos que implementan el Título VI, el Título IX o Sección 504 está dirigida a contactar el Mr. Scot Davis por escrito al 306 S. 14th St., Nebraska City, NE 68410 o por teléfono al (402) 873-6641. Para asistencia adicional, también puede contactar (La Oficina de Derechos Civiles, Oficina de la Ciudad de Kansas) Office for Civil Rights (Kansas City Office), U.S. Department of Education 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, Teléfono: (816) 268-0550, Fax (816) 823-1404 TDD: 877-521-2172, Correo Electrónico al OCR-KansasCity@ed.gov. También vea la sección de "Discriminación y acoso" a continuación.

The District's Mission Statement:

Inspiring a culture of excellence that engages all students in lifelong learning.

Nebraska City High School's Expectations:

Teachers

1. Teach Kids Skills.
2. Praise and Compliment.
3. Correct Misbehavior.
4. Be Organized.
5. Have High Energy.
6. Model.
7. Communicate with Parents.
8. Understand the Big Picture.

Parents

1. Have Your Child be on Time with Proper Supplies.
2. Support the Teachers.
3. Voice Concerns Appropriately.
4. Praise and Compliment Your Child, Rather than Criticize.
5. Model Appropriate Behavior at all extra-curricular events.
6. Problem-Solve Issues Your Child Has with Teachers or Coaches.

Students

1. Listen to Your Teachers.

2. Follow Teachers' Instructions.
3. Accept teaching.
4. Get Along with Your Peers.
5. Have High Energy
6. Respect everyone, including all visitors to Nebraska City
7. Be Prepared for Class.
8. Always display Class and Dignity.
9. Handle Disappointment and Adversity Appropriately.
10. Respect Facilities and Equipment.

We believe that if everyone follows these expectations, we will prepare our students for all situations after high school.

SECTION ONE

BASIC SCHOOL RULES AND GENERAL PRACTICES

Accidents

The School (School district) will not be responsible for any medical costs incurred by any student who is injured while attending school, any class, any school function on the premises of the school or at any off premises location at any activity authorized or sanctioned by the school.

Attendance

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

Students are expected to attend school every day it is in session. They must attend school regularly and be on time in order to be successful. Parents are obligated to insure that their students attend school every day they are able. The school recognizes outstanding attendance with special awards at the end of the school year.

Parents must contact the office of their student's building before 9:00 a.m. when the student will not be in school. Students may not call to inform the school of their own absence. The school will telephone parents to notify them when their student is not in school.

Absences may be excused for reasons of: 1) personal illness (with doctor's note), 2) family emergencies/events, 3) school activities.

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy. Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming.

Excessive absenteeism

The school district will send parents written notice when a student has accumulated 5 absences during a semester. A conference may be held which will include the student, parent, teacher(s) and principal to review the reason(s) for the absences and create a plan for increased attendance and academic success. The principal may require a physician's verification for absences related to illness. In addition, when a student has accumulated more than 5 absences during a semester, the school district may report the student's absences to the county attorney for truancy.

Each student will be allowed 8 absences per semester, but absences due to school-sponsored activities will not be included in this total. Upon the ninth (9) unexcused absence in a semester, student credit could be reduced by half regardless of academic standing. For example, a 5 credit class will be reduced to 2.5 for the semester. *If the student and/or parent/guardian wish to keep said student from losing half-credit, an attendance contract will be discussed and all stipulations of the contract written by the administration need to be successfully completed.* The student, parent/guardian, and a high school administrator will sign the contract. At the end of the semester, that student's attendance record will be reviewed as to whether they have met the conditions of the contract. They will receive the credit they have earned. *If a student does not meet the conditions of the contract their credit will be reduced by half for the semester.*

Planned absences

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

Students are obligated to:

- 1) complete all class work in advance for any absence that can be anticipated;
- 2) attend 5th, 6th, 7th, and 8th period before attending practice or participating in a scheduled student activity except in cases of family emergencies or pre-arranged absences;
- 3) check out of school at the office if leaving school during the school day; and
- 4) make up any and all work that is assigned by teachers as make-up work for the instructional time that has been missed.

Parents are obligated to:

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

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.

Discontinuing Enrollment – 16 and 17 Year Old Students

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

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the

signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Audio and Video Recordings:

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules.

An exception will be made to this policy if photographs or audio or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Bed Bugs

Students found to have bed bugs will be removed from the classroom and inspected by the school nurse. Any bugs found should be removed and collected for identification. If an active bed bug is discovered, the student's parent(s) or guardian(s) will be notified, and prompt, proper treatment will be required. Any other students residing in the same household or otherwise at risk of infection should be inspected as soon as possible after the initial diagnosis.

The student will not be excluded from school the day of the diagnosis unless the student has been diagnosed previously and attempts at treatment have failed. No healthy child should be excluded from or allowed to miss school time because of bed bugs unless efforts to remedy an infestation have been unsuccessful.

If bed bugs are found in a classroom or elsewhere in the building, the school will notify parent(s) and guardian(s) of all students so that the students' clothing and other belongings may be inspected before bringing them into the home. The school will not be closed due to a bed bug presence. If pest management is necessary, it will be provided to affected areas of the school.

Bills

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

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

Books, Chromebook, and Supplies

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

Students must supply their own consumable items such as pens, pencils, tablets, notebooks, erasers, and crayons. Each classroom teacher will prepare a supply list for students at the beginning of the school year.

Bulletin Boards

Bulletin boards are maintained throughout the building and online to communicate general information, material, and school announcements. Students should check the bulletin boards carefully each school day. A written copy of daily announcements will be posted on the main bulletin board by the offices or online each day.

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.

Bullying

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

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

Reporting Bullying

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform Safe2Help 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.

Cell Phones and Other Electronic Devices

Nebraska City High School students need to be responsible users of technology. The school firmly believes in protecting instructional time in classrooms and also acknowledges that cell phones/electronic devices can be used as an educational tool; therefore, cell phones should not be seen, heard or used during the time allotted for each of the eight periods throughout the day unless otherwise permitted by the teacher. This applies to anywhere on campus, including classrooms, hallways (during class times), restrooms, main office, media center, etc. during any scheduled instructional period (including TA). Students may have a need to use their phones throughout the day, thus students are permitted to use phones before and after school, during their scheduled lunch and during passing periods. To maintain the expected learning environment in the classroom, students who violate the cell phone policy will be subject to disciplinary actions. The administration supports our teachers' discretion as to when the problem has reached a level warranting administrative intervention.

Students may not use cell phones while riding in a school vehicle unless they have express permission to do so from the vehicle's driver.

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

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

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

Child Abuse and/or Neglect

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

Class Dismissal

Classes are in session from the ringing of the tardy bell until the teacher dismisses the class. The bell at the end of the period is not a dismissal bell, and students may not leave their classrooms until they have been excused by their classroom teacher.

Classroom Conduct

Student behavior and attitude in the classroom must lead to academic success. All students must:

1. Listen to Your Teachers.
2. Follow Teachers' Instructions.

3. Accept teaching.
4. Get Along with Your Peers.
5. Have High Energy
6. Respect everyone, including all visitors to Nebraska City
7. Be Prepared for Class.
8. Always display Class and Dignity.
9. Handle Disappointment and Adversity Appropriately.
10. Respect Facilities and Equipment.

Teachers may establish additional classroom conduct rules that students will follow.

Closed Campus

Students may not leave the building without permission from the administration and checking out in the office. Once students are on campus for the day, they must stay on campus until dismissed or otherwise released.

Communicating with Parents

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

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those 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 in any specific policy addressing those areas or the procedures set forth below.

Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.
 - 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 applicable 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 coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, 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 involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

a) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
 - b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
 - c) When the board is required by law, policy, or contract to hear a complaint or appeal.
6. If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
 - d) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
 - e) There is no appeal from any decision of the board unless authorized by law.
7. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:
- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.
 - b) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.
 - 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 or must be pursued further.
 - 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 by the full board.
 - d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.
 - e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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.

~~Good communication helps to resolve many misunderstandings and disagreements, and the board encourages patrons and school staff to discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, 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 the complainant believes speaking directly to the person would subject the 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 OGR.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 the 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.~~~~

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

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

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

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

Computer Network Use by Students

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

I. Student Expectations in the Use of the Internet

A. Acceptable Use

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

B. Unacceptable Use

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.

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

II. Enforcement

A. Methods of Enforcement

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

B. Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
 1. Loss of computer privileges;
 2. Short-term suspension;
 3. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
 4. Other discipline as school administration and the school board deem appropriate.

2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

III. Protection of Students

A. Children's Online Privacy Protection Act (COPPA)

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

B. Education About Appropriate On-Line Behavior

1. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
2. Staff will specifically educate students on
 1. Appropriate interactions with other individuals on social networking websites and in chat rooms.
 2. Cyberbullying awareness and response.

The School District's technology coordinator shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy.

IV. Chromebook Handbook

- A.** Students must follow all rules as outlined in the Chromebook Handbook.

Conferences/ Registration Event

Students' academic success has been closely linked to parental involvement in school. The school district has formal parent-teacher conferences during the first semester and a registration event second semester.

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

Contact Information

Parents must supply the school with their student's address and telephone number as well as information about how to reach a responsible adult during the school day. Parents must promptly inform the school if this contact information changes during the school year.

Copyright and Fair Use

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

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes.

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

Damage to School Property

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

Dating Violence

The board prohibits behavior that has a negative impact on student health, welfare, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school sponsored activities or school-sponsored athletic events.

Dating violence is defined as a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious or long-term.

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

Discrimination and Harassment

~~The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities.~~ Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Mr. Jason Hippen at (402) 873 -6033, jhippen@nebcityps.org or in person at district office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Mr. Scot Davis at (402) 873 -6641, sdavis@nebcityps.org or in person at the district office. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Principal Mr. Brian Hoover at 402-873-3360, bhoover@nebcityps.org or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Dress Code/Student Appearance

Students must come to school dressed in clean, neat and appropriate clothing to conform with educational standards.

Students are prohibited from wearing, or displaying permanent or temporary body art, the following attire:

- 1) Clothing displaying indecent, suggestive or profane writing, pictures or slogans
- 2) Clothing that advertises or displays alcohol, tobacco or any illegal substance
- 3) Caps, hats, sunglasses, and bandannas during the school day.
- 4) Hoods and/or anything that interferes with ability to hear (i.e. airpods) worn in common areas.
- 5) Bare feet (some type of footwear must be worn)
- 6) Short-shorts, biker shorts, or cutoffs
- 7) Any clothing that could cause damage to others or school property
- 8) Shirts, blouses, or other clothing worn unbuttoned, unzipped, or otherwise purposely unfastened
- 9) Costumes and/or those clothes intended only for leisure, entertaining or special occasions
- 10) Bare "midriff" (belly button) styles, see-through and low cut blouses, halters, tank tops or thin-strapped tops (spaghetti straps)
- 11) Pants and shorts worn below the waist so as to expose undergarments
- 12) Pants that drag on the floor

- 13) Chains hanging or attached to pants or shorts
- 14) Coats during school hours unless the student has permission from a faculty member
- 15) Clothing with tears or holes, or a fit, that expose underclothes
- 16) Extreme makeup, face paint, jewelry, piercings, or hairstyles are not allowed.
- 17) Students are not allowed to use or carry blankets during the school day.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Students will also receive zeros for any class time they miss while correcting the violation. Repeated dress code violations may result in more severe consequences.

Driving and Parking Personal Vehicles

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

1. Students may not move their vehicles during the school day without the permission of the building principal or superintendent. Students will not be allowed to sit in or be around their vehicles during the school day, without administrative permission.
2. Students must drive with care to ensure the safety of the pedestrians. Students may not drive carelessly or with excessive speed.
3. By driving personal vehicles to school, students consent to having that vehicle searched by school officials when they have reasonable suspicion that such a search will reveal a violation of school rules.
4. Students must possess a parking pass to park in the north parking lot and students are not to park on 2nd Avenue or in the visitor stalls on the east side of the building.
5. Students parking incorrectly will be given a parking ticket of \$5.00 each.

Drug Free Schools

The board of education has adopted policies to comply with the Federal Drug-Free Schools and Communities Act. Students are prohibited from using, possessing or selling any drug, alcohol or tobacco while on school grounds, at a school activity or in a school vehicle. In addition, students who participate in the school's activities program should refer to the Activities Handbook which prohibits the use or possession of alcohol, controlled substances and tobacco at all times.

Any student who violates any school policy regarding drug, alcohol and tobacco use will be disciplined, up to and including short-term suspension, long-term suspension, or expulsion from school and/or referral to appropriate authorities for criminal prosecution.

Emergency Contact Information

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. Parents must promptly inform the school if this contact information changes during the school year.

Emergency Operations

Operations teams are in place to: perform threat assessment, provide safety training, and respond in times of crisis.

Threat Assessment: The Emergency Operations 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.

Safety Training: Provide information and training to students and staff including, but not limited to:
Evacuate and Bus Drills - Evacuate and Bus evacuation drills at regular intervals are required by law and are an important safety precaution. It is essential that when the first signal is given everyone

obeys orders promptly and clears the building or vehicles by the prescribed route as quickly as possible. The teacher in each classroom or vehicle will give the students instructions.

Lockdown Procedures - A lockdown may be called by the building principal or other designee if he or she has reason to believe that the students and staff may be in danger. In such cases, students and staff will remain in a locked classroom. They must move away from windows and doors. Students and staff must remain quiet at all times. In the event of a lockdown, for their safety, students will not be allowed to leave the building. Parents will not be free to pick up their child during the lockdown. The Nebraska City Police Department will be notified of the school lockdown and required to offer assistance.

Secure Procedures – A lockout may be called by the building principal or other designee if he or she has reason to believe that a threat is possible from outside the building. In such cases, all exterior doors will be locked with no one (including parents and staff) being allowed to enter or exit the building. All classes will proceed as normal within the building.

Shelter Drill- The alarm for an adverse weather drill will be an intercom announcement. Students will proceed to the first floor, and then all boys will use the west stairway to the shower area of the boy's locker room. Girls will use the east stairway to the girl's locker room. At all times during the drill, **THERE WILL BE SILENCE** so as to hear approaching danger and to be able to hear instructions. Once in the locker rooms students must remain quiet until the **"ALL CLEAR"** is sounded. A verbal announcement will send students back to classes.

Crisis: Emergency Operation team members will be available to students and staff in the event of a crisis. Information will be communicated to stakeholders through parent email and/or mass phone call/text.

Eye Exams

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

Food Service Program

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

Breakfast

The school will serve breakfast daily from 7:30 a.m. until 7:55 a.m. Students who qualify for free or reduced-price lunch also qualify for free or reduced-price breakfast.

Lunch

Lunch prices depend on the federal funding that the program receives.

Payment for Meals

If a student has no funds available to pay for a meal, the student will still receive a regular meal and the account will be charged accordingly.

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

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

Notice of Non-discrimination

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

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

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

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.

Field Trips

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

First-Aid

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

Guidance

Guidance services are available for every student in the school. These services include assistance with educational planning, interpretation of test scores, occupational information, career information, study help, help with home, school and/or social concerns, or any question the student may feel they would like to discuss with the counselor. Students are encouraged to make full use of the guidance services.

Group Disturbance and Walk Away You Get To Stay Regulation:

NCHS administration will incorporate the usage of the "Walk Away" strategy to handle group disturbances and

situations between various students. Students will be instructed to "Walk Away" from any volatile situation dealing with groups or individuals and get "To Stay" in school or the regular classroom setting. Students that do not "Walk Away" from volatile situations and continue to be incorporated in such occurrences may be suspended as well as being issued a citation by local law enforcement officials.

Head Lice

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

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

Homeless Children and Youth

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

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

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

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is the Director of Student Services, who may be contacted at 402-873-6033.

Illness or Injury at school

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital.

Immunizations

All students must furnish to school officials proof of adequate immunizations from mumps, measles, rubella, diphtheria, pertussis, tetanus; polio; varicella and hepatitis B.

A signed medical exemption is accepted when immunization would be injurious to the health and well-being of the student or member of the student's household or family, but the parents/guardian must submit dates of immunization for all other diseases. A signed religious waiver is accepted when immunization conflicts with the student's personal and sincerely followed religious beliefs. Homeless students who are in need of immunizations will be referred to the homeless coordinator, who shall assist in obtaining necessary immunizations or medical records.

Provisional Enrollment. Students shall be provisionally enrolled so long as they continue to get the required immunizations as fast as medically possible. Students who are exempted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Initiations or Hazing

Under no circumstances will any type of hazing and/or initiation be tolerated. Hazing is 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 or verbally 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 team members; 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 simulations and sexual assault. Violation of this provision will result in disciplinary action as provided in this handbook.

Lockers and Other School Property

The school district owns and exercises exclusive control over student lockers, desks, computer equipment, and other such property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers and other such property may be conducted at the discretion of the administration. Locks will be provided upon request.

Lost and Found

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

Medications

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

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

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

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

It shall be the policy of the Nebraska City Public Schools, in the event of a life threatening respiratory emergency to administer medications as directed on the student's Emergency Action Plan. If that plan does not lead to relief of symptoms or there is no plan in place, Epinephrine by EpiPen and albuterol by nebulizer will be administered per standing order which has been reviewed by a physician and mandated by the State Department of Education. Any individual treated for symptoms with epinephrine at school will be transferred to a medical facility by rescue squad at the family's expense.

Media Center

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

Personal Items / Nuisance Items

The school is not responsible for ruined or lost personal equipment. Any items that could potentially disrupt the educational process are not allowed. Students bringing these items will be asked to put them away. If a problem occurs the item may be confiscated and the student or parent will have to claim the item from the principal. If students are noncompliant, they may be assigned disciplinary consequences.

Pictures

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

Physical Exam

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

Police Questioning and Apprehension

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

Protection of Student Rights

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: during the 1st semester. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

Public Displays of Affection

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Prohibited conduct includes hugging, kissing, touching or any other display of affection that a staff member determines to be inappropriate.

Reasonable Suspicion Testing

Students may be required to submit to drug or alcohol testing if there is a reasonable suspicion that the student is under the influence of drugs or alcohol.

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.

School Day

Supervision will be provided beginning at 7:45am each school day. Students not involved in activities must be off of school grounds by 4:00pm as there will be no supervision provided after this time.

Searches

School representatives may search lockers, personal belongings, and vehicles that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags. The district superintendent or designee may authorize the use of a canine trained in the detection of narcotics, explosives or any other contraband at any time. The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) or metal wands on school property and/or school sponsored activities.

Sexual Harassment

The school district clearly and unequivocally prohibits sexual harassment of students. Sexual harassment of students is defined as:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of

unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

Any sexual, physical, verbal, or mental (emotional) harassment/intimidation of any student is prohibited. The disciplinary consequences for harassment will depend on the frequency, duration, severity and effect of the behavior and may result in sanctions up to and including expulsion. Students who feel they have been sexually harassed should immediately inform a teacher or the building principal.

Smoking/Electronic Devices

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

Sniffer (Drug) Dogs

The administration is authorized to use sniffer dogs to minimize the presence of illicit items on school grounds. Students and staff are specifically notified of the following:

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.

Staff Qualifications

Upon request, the school district will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The teacher's baccalaureate degree and major. Parents may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.

Upon request, the school district will inform parents whether their child is being provided services by a paraprofessional and, if so, the paraprofessional's qualifications. The request for such information should be made to the appropriate building administrator.

Student Assistance

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

Student Fee Policy

The school district shall provide free instruction in accordance with the Nebraska State Constitution and 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.

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.

Listing of Fees Charged by this District.

1. **Clothing Required for Specified Courses and Activities.** Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.
2. **Safety Equipment and Attire.** The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.
3. **Personal or Consumable Items.** The district will provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.
4. **Materials Required for Course Projects.** The school district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will either furnish the materials, purchase the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school. The finished product will remain the property of the district unless the students either furnish or pay for the reasonable cost of materials required for the course project. The maximum dollar amount charged by the district for course materials shall be:

Spanish 1 - \$2.00
 Human Anatomy & Physiology - \$5.00
 Intro to Industrial Technology - \$20.00
 Woods 1 & 2 - \$10.00
 Construction Academy - \$20.00
 Drafting 1 & 2 - \$10.00
 Auto - \$10.00
 Welding 1, 2 & 3 - \$20.00
 Welding Academy - \$20.00
 Foods 1, 2 & 3 - \$20.00
 Textiles 1, 2 & 3- project materials
 Art 1 - \$5.00
 Art 2 & 3/4 - \$15.00
 Sculpture - \$15.00

Ceramics - \$5.00
Photography - \$20.00
Singers (freshman) - \$ 14.00
Band - \$10.00 instrument repair / \$20.00 marching shoes

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

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

- Student activity card \$25 (covers admission to all extracurricular events)
- Future/Career Community Leaders (FCCLA). Annual dues not to exceed \$50.00, Peer Education Retreat \$30.00, State Leadership Conference \$250, National Leadership Conference \$1,250.00.
- Science Club – Annual dues not to exceed \$50.00.
- Cheerleading, Dance team, Flag corps. Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$800.00.
- Football. Students must provide their own football shoes and undergarments.
- Golf. Students must provide their own golf shoes, undergarments, and clubs.
- Softball and Baseball. Students must provide their own shoes, gloves, and undergarments.
- Track, Volleyball, Wrestling and Basketball. Students must provide their own shoes and undergarments.
- Future Farmers of America – Annual dues not to exceed \$50.00, State Leadership Conference \$250, National Leadership Conference \$1,250.00.

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

- 7. Copies of Student Files or Records.** The school district may charge a fee for making copies of a student's files or records for the student's parents or guardians. The Superintendent or the Superintendent's designee shall establish a schedule of student record fees. Students' parents have the right to inspect and review the student's files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records. The district may charge a fee of \$0.10 per page for reproduction of student records.

- 8. Participation in Before-School, After-School or Pre-Kindergarten Services.** The district will charge reasonable fees for participation in before-school, after-school or pre-kindergarten services offered by the district pursuant to statute.

9. Participation in Summer School. The district will charge reasonable fees for participation in summer school and may charge reasonable fees for correspondence courses. The maximum dollar amount for summer school shall be \$150.00 for each semester class.

10. 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 6-12
 - Regular Price \$2.15
 - Reduced Price \$0.30
- Lunch Program – Grades 6-12
 - Regular Price \$3.40
 - Reduced Price \$0.40
- Milk (each) \$0.50

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

- Band students must provide their own instruments.
- Swing choir students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$1000.00.

12. Contributions for Class Extracurricular Activities. Students are eligible to participate in a number of extracurricular activities during their years in Junior/ Senior High school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund beginning in seventh grade. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$10.00 to \$50.00 per year.

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.

Waiver Policy.

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

Voluntary Contributions to Defray Costs.

When appropriate, the district will request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to

students. These requests are not requirements, and staff members of the district are directed to communicate that fact clearly to students, parents and patrons.

Student Passes

Students are not to be out of the classroom during class unless it is necessary or an emergency. In the event a student needs to leave the classroom, the student will ask permission of the teacher during an appropriate time in the lesson. If the teacher grants permission for the student to leave, the student will take the classroom pass and remain in possession of the pass the entire time the student is out of the classroom. The student must return in a timely manner to class. Students who leave class excessively will be referred to administration.

Student Records

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Directory Information

FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

The school district has designated the following as directory information:

- Name
- Address
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of the student in pictures, videotape, film or other medium
- Certain class work intended for publication on the Internet
- Classroom assignment and/or Homeroom teacher
- Major field of study
- Telephone number, including student's cell number
- Participation in activities and sports
- Degrees and awards received
- Weight and height of members of athletic teams
- * Name of Parent/Guardian
- Most recent previous school attended
- Grade

Directory information about students may also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless parents have notified the school district that they do not want this information disclosed without prior written parental consent.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than October 1st.

Non-Directory Information

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

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, 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; 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.

Transfer of Records Upon Student Enrollment

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

Complaints

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

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

Student Schedule Changes

Students will be given three weeks before the end of each semester to change classes for the upcoming semester. After the new semester begins, students who still wish to drop a class will have to bring to school a signed note from a parent and get permission from the Principal.

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

Before students are allowed to withdraw from a class as WP or WF, the student, the parents of the student, the guidance counselor, and the building principal must meet and review the circumstances of the situation. All

available means that could be utilized to allow the student to successfully complete the course(s) must be reviewed before permission to withdraw as WP or WF is given by the building principal and guidance counselor.

Tardiness

A student who does not have a valid excuse for being tardy to any class may be required to serve detention.

Teacher Assistants

In certain classes, students may apply to be a teacher assistant. The role of the Teacher Assistant (TA) is to assist the teacher with a variety of tasks including: peer tutoring, making copies, helping with attendance, and other tasks as assigned. At no point will the student deal with any confidential material. Teacher Assistants may not leave the building.

In order to participate in the T.A. program the student must comply with the following:

- Be a Junior or Senior at NCHS.
- Have passed all of his or her classes the previous semester.
- Be on track to graduate.

Teacher Responsibilities:

- Teacher must know where the student is at all times.
- Teacher must keep track of the student's grades and remove the student as a T.A. if a student is failing any class at any time.
- Teacher must provide constructive time for the student to assist with the class.
- Have a maximum of two (2) T.A.s over the course of the day.

Parent Responsibilities:

- Be aware that your student is assisting with a class and may be asked to run errands in school.
- Know that your student is giving up his/her study hall to assist with this class.
- Know that your student will be removed from being a T.A. and placed back in a study hall if he or she is failing a class at any time.

Telephone calls

The school's telephone may be used only with permission of staff. Students are not permitted to use cellular telephones during class time without the express permission of a member of the staff.

Transportation Services

The district operates/contracts school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a short period of time so as not to jeopardize the time remaining for the rest of their schedule.

Bus Regulations

Students who are passengers on school buses must abide by the same rules that apply to classroom conduct. The bus drivers have the same authority as teachers while transporting students. If misconduct is recurring, the student will not be allowed to ride the bus.

1st Infraction- 5 school day suspension from the bus

2nd Infraction- 20 school day suspension from the bus

3rd Infraction- Removal of student from the bus for the remainder of the semester

This includes routes and transportation to and from all activities. The suspensions may be altered by the administration if the misconduct is determined to be more serious in nature.

Requests to be dropped off at a point **not** on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of the non-route student presents written permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver).

Transportation to Activities

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must submit a release form to the sponsor which has been signed by that student's parent.

Universal Screening

The District will conduct various screenings (such as the SAEBRS universal screener) throughout the year to identify students with academic, behavioral, or social-emotional concerns. All District screening tools are norm-referenced and research-based. Any parent/guardian who does not consent to the screening of his/her student must notify the Director of Student Services at the beginning of the school year.

Visitors to the building

Visitors (including parents) are to report to the office when entering the building. As a rule students will not be allowed to visit school unless it is cleared through the office of the principal in advance.

Weather-Related School Closing

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme heat, snow or ice. School closings will be announced on local media outlets. Parents should assume that school is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students home after contacting the district office.

If schools are closed due to severe weather conditions, all after-school activities will be canceled.

Withdrawal From School

Students who are moving from the district must notify the school office.

Work Permits

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

Work Release

Work release will be given to students under certain circumstances for the seventh and eighth period. These work releases are offered by the school and are a privilege. The purpose of a work-release program is to allow the student time from school in which he or she can enter a learning situation as an employee of an individual or company to enhance his or her prospects of a fulfilled life after graduation. Therefore, the student must indicate how the job he or she is seeking will aid them in their future. Since the work release is a privilege and the school

retains the right to revoke it at any time, the following guidelines will be followed in the offering of work releases. The form must be filed with the office before the student will be released.

- Only juniors/seniors will be eligible for work releases; or students involved in school-sponsored programs.
- Work releases are granted only to students who maintain a passing academic record. Failing grades will automatically suspend the work release.
- Work releases are granted only if the employer is a bona fide employing agency. Students will not be given a work release to work at home.
- The work release form will be filed with the office and will be an agreement between the school, student, parent, and employer.
- Any disciplinary action required on the part of the student may terminate the work release agreement.
- All work releases must be approved through the office of the high school principal. The work release will automatically end on the last day of each school semester

SECTION TWO

ACADEMIC INFORMATION

Academic Integrity

In the academic community the high value placed on truth implies a corresponding intolerance of scholastic dishonesty. Written or other work which students submit must be the product of their own efforts and must be consistent with appropriate standards of professional ethics. Academic dishonesty, which includes cheating, plagiarism and other forms of dishonest or unethical behavior, is prohibited. In the case of academic dishonesty, the instructor will have an informal conference with the student which could result in: a warning, revision of work, or reduction in grade. In the event a student wishes to appeal the decision of the teacher to the administration, she or he will need to do so, in writing, within 5 calendar days of the decision.

Cheating, Plagiarism, and Academic Dishonesty

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

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

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

Alternative Education Program

Students deemed at risk, are in need of alternatives to the "traditional education" provided at Nebraska City High School. Below are characteristics of at-risk students whose needs can be met through the Nebraska City Public School Alternative Education Program:

- Students who have dropped out of school
- Students who have exhausted the educational opportunities in Nebraska City High School.
- Students whose individual instructional pacing needs do not fit the traditional means of instructional delivery.
- Students whose educational success is, in part, dependent on non-academic support, i.e. flex scheduling, intensive counseling, childcare, and health counseling.
- Students whose talents significantly exceed their performance.
- Students entering school in the middle of a semester.

When a student meets one or more of these characteristics, the school and/or family will pursue Alternative Education Programming by contacting the NCHS Guidance Counselor for application materials. Admittance into

the Alternative Education Program will be based upon: successful completion of application materials, availability, and recommendation of the Student Assistant Team at Nebraska City High School.

Class Rank

Determining class rank is based on accumulated semester grades for grades 9-12. All classes receiving 2.5 credits or 5 credits per semester are included when figuring class rank.

Community Service

~~Students at NCHS are required to have 40 clock hours of community service prior to being eligible for graduation. A minimum of 10 hours must be completed by the end of 9th grade year, minimum of 20 hours completed by the end 10th grade year, and a minimum of 30 hours must be completed by the end of 11th grade year. Those not meeting the requirement during the academic year will need to schedule a conference with the administration to determine academic standing. To be certified as community service hours the service must be 1) completed within the Nebraska City Community, 2) an unpaid experience, 3) done outside of the school day. Students must complete the form and turn it into the principal to be awarded credit for their community service experience.~~

Community Service

Community service is encouraged as it helps develop a sense of social responsibility and community engagement. By volunteering, students gain valuable skills and experiences that enhance personal growth and career readiness. It fosters empathy and compassion by exposing students to diverse perspectives and challenges. Additionally, community service strengthens community bonds and contributes to the overall well-being of society. Multiple opportunities will be provided to NCHS students to engage in community service throughout the school year. NCHS will track all submitted community service to use on college and scholarship applications.

Credit Recovery

A student may be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program. It may be determined by the administration (Director of Student Services and Principal), guidance counselor, and classroom teacher that the student will demonstrate a proficient level in the educational program by completing an online program, which assesses standards equal to the curriculum of the in-class educational program. Completion of the online program (i.e. APEX curriculum) will be recorded on the student's transcript and will not factor into the student's G.P.A.

Cumulative Grade Point Average

The cumulative grade point average is used in determining class rank and honor roll and is extremely important to students when they become seniors and begin making applications for jobs and higher education. The method for determining GPA is as follows:

The total number of mark points is divided by the total number of credits attempted and this is their grade point average. As they proceed through their career this accumulates at the end of each semester. **Only semester grades are recorded in the student's records and only semester grades count toward his/her graduation and cumulative grade point average.**

GRADE	PERCENTILE RANGE	GPA
A	93-100	4.00
A-	90-92	3.67
B+	87-89	3.33

B	83-86	3.00
B-	80-82	2.67
C+	77-79	2.33
C	73-76	2.00
C-	70-72	1.67
D+	67-69	1.33
D	63-66	1.00
D-	60-62	0.67
F	0-59	0.00

Graduation Requirements

We've updated our graduation requirements to ensure a comprehensive educational experience for all students. Beginning this academic year, all students graduating from NCHS must successfully complete 230 credit hours of coursework, with each class contributing 5 credits per semester. Below, you'll find the revised minimum requirements by subject area, designed to prepare students for both collegiate and career success while allowing for personalized learning paths.

CLASS OF 2025-2027			CLASS OF 2028+	
LANGUAGE ARTS (LA)	40		LANGUAGE ARTS (LA)	40
MATHEMATICS	30		MATHEMATICS	30
SCIENCE (SCI)	30		SCIENCE (SCI)	30
SOCIAL SCIENCES (SS)	30		SOCIAL SCIENCES (SS)	30
PHYSICAL EDUCATION (PE)	10		PHYSICAL EDUCATION (PE)	10
CAREERS & PERSONAL FINANCE (CPF)	5		CAREERS & PERSONAL FINANCE (CPF)	5
SCHOOL TO CAREER (S-C)	5	→	COMPUTER SCIENCE (CS)	5
HUMANITIES	10		HUMANITIES	10
ELECTIVES	70		ELECTIVES	70
TOTAL	230		TOTAL	230

240 credit hours

40	Language Arts	30	Math
30	Science	10	Physical Education
35	Social Science	05	Fine Arts
10	School to Career	05	Creative Studies

~~+40 clock hours of Community Service (Midterm Graduates must complete this before they check out in January)~~

STUDENTS WHO DO NOT MEET GRADUATION REQUIREMENTS WILL NOT BE ALLOWED TO PARTICIPATE IN COMMENCEMENT EXERCISES.

~~To graduate from **NGHS** students should take (and pass) the following courses each year:~~

Freshmen:

~~English 1, Communications 1, Earth Science, World Cultures, Math, Physical Education 1~~

Sophomores:

~~English 2, Biology, American History, Math, Careers & Human Development~~

Juniors:

~~10 hours of English*, American Government and/or Honors American Gov't, Physical Education 2, Science~~

Seniors:

~~10 hours of English~~

****Prior to graduation, students must earn credit for one semester of American Literature and one semester of English Literature.**

Students should have no more than one study hall per day with the exception of seniors who may have two study halls. ISU's (Independent Study Units) will be allowed with instructor approval. A student may take only one (1) ISU per semester. Student aides, office aides, library aides, etc. will not receive credit for those hours.

Early Entries

College CLASSES are available through Peru State College and other area colleges. If interested talk to the Guidance Counselor.

Homework

Definition of Homework: includes objective learning tasks, assigned to students by teachers that are meant to be carried out. Students may also complete during non-class hours, most often at home. Homework may be formative or summative in nature depending on the purpose.

I. Purpose

Homework is an important part of our educational program and should be assigned on a regular basis. Homework assignments should be purposeful and continuations (or extensions) of the instructional program and an integral part of the total evaluation. Homework, appropriate to the student's development level, should be given for the purpose of review, practice, reinforcement, inquiry, application, and enrichment. Homework should help students become responsible, self-directed learners.

II. Evaluation

Students are expected to turn in work on time. Since the successful completion of homework assignments will play an important part in the final evaluation of the student, parents and teachers share a mutual responsibility of encouraging completion of assignments. Homework should be considered in reporting a student's progress to parents; however, **homework should not exceed twenty percent (20%) of a student's academic grade for a marking period.**

Actual time required to complete assignments will vary with each student's study habits, academic skill, and selected course load.

III. Responsibilities of Staff

The following procedures should be implemented to ensure homework is appropriately assigned:

- Assign relevant, challenging and meaningful homework that reinforces classroom learning.
- Provide homework assignments that are specific, within the student's ability and have clearly defined expectations.
- Answer and clarify questions pertaining to the completion of all homework assignments.
- Provide specific and timely feedback on homework assignments.
- Communicate with other teachers.
- Involve parents and contact them if a pattern of late or incomplete homework develops
- Teachers will follow the "late" policy followed in the handbook.

IV. "Late" Policy

Homework that is not handed in on time will be accepted through the assessment of the standard being covered in class. A reduction in grade could be assessed due to an assignment not being handed in on time. No opportunities will be provided for make-up work in the event the assignment was not handed prior to the assessment date without teacher permission.

Honor Roll

The Honor Roll consists of the following:

- _____ Bronze Honor Roll: _____ GPA of 3.00 to 3.49 for the quarter
- _____ Silver Honor Roll: _____ GPA of 3.50 to 3.99 for the quarter
- _____ Gold Honor Roll: _____ GPA of 4.00 for the quarter (all 1's)

~~Students must complete a minimum of 25 credit hours during a semester to be considered for the Honor Roll. Students receiving any grades of 4 or 5 are not eligible for Honor Roll consideration. To be eligible for Honor Roll at NCHS a student must maintain a 3.00 GPA for the quarter.~~

Honor Roll/Laude System

Nebraska City Public Schools is committed to recognizing the academic success of its students in a variety of ways, including at the high school graduation ceremony. The goal of our laude recognition model is to celebrate academic excellence while at the same time creating a system that eliminates the competition between students that exists in a traditional class rank formula. We believe this will make it possible for students to pursue course offerings that best fit their interests and future goals while at the same time reinforcing the value of a rigorous course of study.

Laude Recognition Criteria at Graduation and by quarter:

- **Summa Cum Laude** ("with the highest honor") - This is the highest recognition awarded at graduation. To graduate summa cum laude, a student must achieve a 3.9 on a 4.00 scale. *Equates to earning six "1s" and one "2s" per semester.*
- **Magna Cum Laude** ("with great honor") - This is the second highest recognition awarded at graduation. To graduate magna cum laude, a student must achieve a GPA of at least a 3.70 to 3.89 on a 4.00 scale.
- **Cum Laude** ("with honor") - This is the third highest recognition awarded at graduation. To graduate cum laude, a student must achieve a GPA of at least a 3.50 to 3.69 on a 4.0 scale.

Recognized at quarter:

- **Honor Roll** - Recognize students who have achieved an academic achievement of 3.0 to 3.49 on the GPA scale.

Incompletes

At the end of the 1st semester, teachers may give an incomplete to a student whose work or make-up hours for the semester is incomplete. However, the student has two calendar weeks from the last day of the semester to complete the work or have time made up. At the completion of two (2) calendar weeks all incompletes must be issued grades. Incompletes at the end of the 2nd semester must be completed within two days after the last day of classes that semester, or before the teacher checks out, unless arrangements are made in advance with the principal. After that time period the incomplete must become a grade.

Mid-Term Graduation Requirements

Students may complete high school in less than four (4) years but the **REQUIREMENTS TO GRADUATE REMAIN THE SAME**. Parent/guardian permission is a requirement. Students wishing to mid-term must inform the school administration or counselor prior to the end of their Junior Year. All graduation requirements must be met prior to mid-term graduation.

Report Cards

Report cards are mailed to the parents at the end of each grading period.

Upper 10%

~~Upper 10% certificates are awarded to Seniors at Graduation in the spring of each year and are based upon the grades students have earned for seven semesters while at NCHS. Students earning upper 10% recognition will be noted in the Commencement Program. To earn upper 10% students must be enrolled and in good academic standing at Nebraska City High School for seven semesters.~~

Varsity Academic Letters

Varsity Academic Letters are awarded to students in recognition of outstanding academic excellence. To earn a letter a student must have been on the honor roll for each of the first three quarters of the current school year. Transfer students qualify if they were on the honor roll at their previous school. If that school did not have an honor roll system then NCHS equivalent grades would qualify that student. A student will receive only one chenille academic letter while in high school. Each year a student will receive a silver, or bar and a certificate indicating which honor roll they have qualified for during that given school year.

SECTION THREE

STUDENT DISCIPLINE

Board of Education Discipline Policy:

The Board of Education considers the safety of district students, personnel, and visitors of primary importance. Behavior and attitudes are attributing factors leading to the overall safety within the school. The Board has outlined minimum standards of behavior in a Code of Conduct; this code should be the foundation from which all disciplinary actions are based. To be effective it is imperative that the Code of Conduct be consistently administered on all levels.

The Board of Education may authorize the emergency exclusion, short-term or long-term suspension, expulsion, or mandatory reassignment of any student from school for conduct prohibited by the Code of Conduct, the board's rules, or standards as established by LB 503 (1976) as amended by LB 1250 (1994) if such action complies with the procedures required by this act.

Further, the Gun Free Schools Act and LB 658 requires the expulsion from school for a period of not less than one year of any student who is determined to have knowingly and intentionally possessed, used, or transmitted a firearm on school grounds, in a school owned vehicle being used for a school purpose, or at a school sponsored activity or athletic event.

Administrative regulations shall be set forth regarding this policy and the Code of Conduct. Each building shall develop action plans to implement and enforce these administrative regulations in a fair and consistent manner. The Superintendent shall report student expulsions or staff removals for cause to the Board President, at his earliest convenience after the discipline has been taken. At the Presidents and/or Superintendent's discretion other board members will be notified.

Code of Conduct...I WILL - Be Safe / Be Respectful / Be Responsible

Treating others with dignity and respect is the responsibility of students, faculty, staff, administrators, board members, parents, and guests involved in or visiting the Nebraska City Public Schools.

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school, at school, during lunch, on the way home, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.

5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, and club activities, are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Levels of Unacceptable Behavior

LEVEL ONE:

Productive Personal Environment -- Behaviors that occur in the classroom and affect only the learning of the misbehaving student.

Minimum consequence: Teacher making eye contact with student

Maximum consequence: Detention

LEVEL TWO:

Productive Classroom Environment -- Behaviors that occur in the classroom and interfere with the learning of others.

Minimum consequence: Verbal redirection by teacher or recovery room.

Maximum consequence: In-School Suspension

LEVEL THREE:

Orderly Environment -- Behaviors that occur that are not intended to cause physical harm to another individual, are not illegal, but do negatively affect an orderly environment.

Minimum consequences: Verbal redirection by teacher or administrator or recovery room.

Maximum consequences: Short-Term suspension

LEVEL FOUR:

Safe Environment -- Behaviors that are intended to cause another individual physical harm and/or are illegal.

Minimum consequences: One day in-school suspension

Maximum consequences: One year out of school

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior 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. The actions may also include in-school suspensions during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Recovery Room Behavior Management Process

Students that misbehave in and around school may be sent to the recovery room as a way of managing inappropriate and disruptive behavior. Once at the recovery room, students are expected to fill out a recovery room report and then meet with the staff member involved within two days of the incident. Once a positive student and staff member recovery room conference has been completed, the student may return to class. For each three recovery room referrals accumulated by a student in a semester, a 1-Day ISS will be assigned. Students not reporting to the recovery room when referred or not completing a recovery room conference within the time required will also be assigned a 1 Day ISS. The school administration will make all final decisions as it relates to situations concerning the recovery room process. ***Students will not be permitted to participate in activities until Recovery Rooms are resolved.***

After School Sessions and Detentions

Teachers and administrators may require students to stay after school or to serve a detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers. When students are required to stay after school, they will be allowed to telephone parents and advise them of the situation.

Students who ride the bus home from school will be given a 24-hour notice of after-school time or a detention so that the parents may make plans to pick up the student the following day.

- Teacher assigned detentions will not exceed 30 minutes from the time of dismissal and are to be served in the teacher's room or designated area. A student who fails to attend a detention may face additional disciplinary consequences. A student who has a conflict with an after-school session is responsible for working it out with the teacher.
- Administrative detentions will be assigned as necessary, served in the detention room designated by the building principal.

Saturday School

The building administrator may require a student to attend Saturday School for four hours on Saturday morning. Saturday School is held from 8:00 AM to 12:00 PM in a classroom staffed by teachers. Students follow strict rules and must work on assignments the entire time, except for short breaks. Students who do not follow Saturday School rules will be removed from the classroom and will face further disciplinary action.

In-School Suspension

The building administrator may require a student to serve in-school suspension. Students will be required to serve suspension at a designated location where they will study and participate in campus clean up. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

Short-Term Suspension

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

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

The following process will apply to short-term suspensions:

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

Long-Term Suspension

The Principal or the Principal's designee may exclude a student from school or any school function for a period of 6 to 19 school days (long-term suspension) based on conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Expulsion

1. **Meaning of Expulsion.** Expulsion shall mean 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 10 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 10 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 a 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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned, the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district; and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The Principal or the Principal's designee shall make the determination whether or not the student's participation and conduct has been satisfactory.

- 4. Students Subject to Juvenile or Court Probation.** Prior to the readmission to school of any student who is less than 19 years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may, with proper consent upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

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

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

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

meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);

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

message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail, or electronic communication to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

- j) Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; and
- k) Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

The length of any suspension, expulsion, or mandatory reassignment shall be as provided or allowed by law.

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of state law that the administration believes cannot be adequately addressed by discipline from the school district;
4. It is a violation of state law that endangers the health and welfare of staff or students; or
5. It is a violation of state law that interferes with school purposes.

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

The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his/her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his/her designee shall serve by registered or certified mail or by personal service to the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
 - (b) The penalties to which the student may be subjected and the penalty which the Principal or his or her designee has recommended in the charge.
 - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
 - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
 - (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged

misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.

- (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
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. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee, shall automatically go into effect.
6. If a hearing is requested more than 5 school days following the actual receipt of the written notice, but not more than 30 calendar days after actual receipt, the student shall be entitled to a hearing; but the punishment imposed may continue in effect pending final determination.
7. If a request for hearing is not received within 30 calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing, and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian may have regarding the nature and conduct of the hearing.
2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, the student, and the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, the student, and the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian, and the legal counsel of the student shall have the right to examine the records, affidavits, and the statements of any witnesses in the possession of the Nebraska City Public School Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the

administrative representative, or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing. The student may testify in his/her own defense in which case he/she shall be subject to cross-examination. However, a student need not testify; and if he/she chooses not to, no conclusion may be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.

7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, the student's parents, or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing; and based upon such report and the facts, shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student and the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.
12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than 3 members shall, within 10 school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record; and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The Board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of the Board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

SECTION FOUR

Student/Parent Activity Handbook

Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provides experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge; skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, all school dances, cheerleading, dance team, Lettermen Club, Pep Band, vocal, band, speech and drama, One-Act, FFA, FCCLA, Spanish Club, Art Club, Student Council, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school-sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes

- or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
 4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
 5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
 6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
 7. Selling, using, possessing or dispensing alcohol, tobacco, nicotine, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, electronic cigarettes, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. (Note: Refer to "Drug and Alcohol Violations" for further information).
 8. Public indecency.
 9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
 10. Engaging in any activity forbidden by law, which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
 11. Repeated violation of any of the school rules.
 12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
 13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. 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.
 14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
 15. Willfully violating the behavioral expectations for those students riding Anywhere Public School buses or vehicles used for activity purposes.
 16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
 17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
 18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the coach or sponsor will determine the validity of the reason. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.

19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

Drug and Alcohol Violations.

Meaning of Terms.

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol.
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

Consequences.

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

Drugs and Alcohol.

An activity participant who violates the drug, nicotine based products, or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 20% of all scheduled activities.
2. Second or Any Subsequent Offense: 50% of all scheduled activities.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 10% for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).
The program must be administered by a certified alcohol and drug abuse and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not restricted by the foregoing, and may be established in the good discretion of the administration.

Steroid Offenses. A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 school days.
2. Second or Any Subsequent Offense: One calendar year.

When Suspensions Begin. All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

Letters and Post-Season Honors. A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

Self-Reporting. A student who violates the Code of Conduct must self-report. A failure to self-report will lead to a longer suspension or other discipline. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

Determining a Violation Has Occurred. A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

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

Procedures for Extracurricular Discipline. The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
 - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
 - b. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the

- Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
 - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
 - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
 - c. If a hearing is requested:
 - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
 - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
 - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
 - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
 5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
 6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for periods 5,6,7,&8. A student who is not in attendance these periods is ineligible for the contest, performance, or activity without administrative approval. In addition, attendance is required the day after a contest. If the student is absent, student will not be able to participate in the next event at that level and must sit out all competitions in between.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities students must:

1. Be enrolled in at least 20 credit hours in the semester of participation.
2. Have received credit for 20 hours for the immediate preceding semester.
3. Pass four or more academic classes at the end of the 9-week grading period or be ineligible for the next 9-week period.
4. Academic requirements do not apply to:
 - (A) Instructional field trips which are a part of the scheduled course learning experience; or
 - (B) Activities or events which are a part of the student's grade requirements.
5. Students must also maintain weekly eligibility. In any reporting period any student failing two subjects will become ineligible to compete immediately. Students will remain ineligible for one week at a time during each reporting period.
6. Any exceptions to the eligibility requirements because of exceptional circumstances will be made only after discussion and mutual agreement by the principal, activities director, sponsor, and the teacher(s) of the classes failed.

“Team Selection” and “Playing Time”

“Team selection” and “playing time” decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner that reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
2. Success. Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

School Dances

A school-sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances. In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of Nebraska City Public Schools and their guests may attend.
 - a. Students currently attending Nebraska City High School or another Nebraska high school who have not been restricted from attending extracurricular activities at Nebraska City High School or their own school are generally considered appropriate dates or invited guests.
 - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances. No middle school students will be allowed.
 - c. Some school dances may be restricted to students attending specified grades levels at Nebraska City Public Schools.
 - d. Students who have been suspended from school or from extracurricular activities may not attend.
 - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
 - f. Rules for dances may restrict students and their guests from leaving dance until the dance ends without written parental permission on a form provided. Generally, once a student leaves the dance he or she will not be permitted to return.
 - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.

2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco are prohibited. Anyone using these or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a Breathalyzer prior to gaining entrance. Those who choose not to submit to a Breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

Eligibility for Selection as Royalty. Nomination and selection as royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the "royalty" for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as

determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:]

1. Achievement, Citizenship and Conduct Qualifications:
 - a. The student must have exhibited sportsmanship and leadership in activity endeavors and participation.
 - b. The student must have exhibited a cooperative and respectful attitude toward fellow students, teammates, opponents, sponsors, coaches, and officials.
 - c. The student must have a cumulative grade average of a 2.5.
 - d. The student must not have had excessive violations of school policies and procedures during their high school career.
 - e. The student may not, within twelve months of the of the dance, have engaged in criminal violations involving: (i) alcohol, drugs or tobacco; (ii) driving law violation in which the penalty is a loss of four points or more under the point system; (iii) a Class I, II, III, or IIIA or Class W misdemeanor; or (iv) a felony. Criminal violations will be deemed to have occurred where: (a) a student was cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist or (b) a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.

2. Royalty Candidate Eligibility and Selection: The determination of whether a student meets the foregoing conduct and citizenship qualification standards shall be made by a committee appointed by the Principal for each dance at which royalty is to be selected (“Royalty Candidate Eligibility and Selection Committee”). The committee will ordinarily include the Principal, Activity Director and the certificated staff sponsors.

3. Pre-Qualification of and Acceptance by Student: All students nominated for dance royalty shall meet with the Principal. At the meeting the Principal will review the eligibility requirements for the honor of dance royalty. The student will be required to confirm that the student meets all eligibility requirements. The student will be required to confirm his or her acceptance of the nomination for dance royalty and the responsibilities of such an all school honor. The Principal or designee may contact local, county and/or state law enforcement and judicial authorities to confirm a student’s eligibility for the honor of being nominated for or awarded dance royalty.

Relationships Between Parents and Coaches/Sponsors

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone.

Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

Parents’ Role in Interscholastic Athletics and Other Extracurricular Activities

Communicating with your children

- Make sure that your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.
- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, he or she will likely become disenchanting.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that his or her philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under his or her leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Communicating with the coach

- Communication you should expect from your child's coach includes:
 - o Philosophy of the coach
 - o Expectations the coach has for your child
 - o Locations and times of all practices and contests
 - o Team requirements
 - o Procedure should your child be injured
 - o Discipline that results in the denial of your child's participation
- Communication coaches expect from parents
 - o Concerns expressed directly to the coach
 - o Notification of any schedule conflicts well in advance
 - o Specific concerns in regard to a coach's philosophy and/or expectations
- Appropriate concerns to discuss with coaches:
 - o The treatment of your child, mentally, and physically
 - o Ways to help your child improve
 - o Concerns about your child's behavior
 - o Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance of trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
- Issues not appropriate to discuss with coaches:
 - o Playing time
 - o Team strategy
 - o Play calling
 - o Other student-athletes (except for reporting activity code violations)
- Appropriate procedures for discussing concerns with the coaches:
 - o Call to set up an appointment with the coach

- o Do not confront a coach before or after a contest or practice ((these can be emotional times for all parties involved and do not promote resolution)
- What should a parent do if the meeting with the coach did not provide satisfactory resolution?
 - o Call the athletic director to set up a meeting with the athletic director, coach, and parent present.
 - o At this meeting, an appropriate next step can be determined, if necessary.

Good Sportsmanship—Behavior Expectations of Spectators

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA sanctioned events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

1. Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
2. Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
3. Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
4. Do not “boo,” stamp feet or make disrespectful remarks toward players or officials.
5. Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
6. Know that noisemakers of any kind are not proper for indoor events.
7. Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
8. Stay off the playing area at all times.
9. Do not disturb others by throwing material onto the playing area.
10. Show respect for officials, coaches, cheerleaders and student-athletes.
11. Pay attention to the half-time program and do not disturb those who are watching.
12. Respect public property by not damaging the equipment or the facility.
13. Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
14. Refrain from the use of alcohol and drugs on the site of the contest.

24/25 Student Handbook Changes

Section 1 - Basic Rules and General Practices

Page 6 - Change to match the verbiage recommendations of KSB

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

“The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District’s specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [\[Insert Link to Notice of Nondiscrimination\]](#) Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: Mr. Mark Fritch at 402-873-6033, mfritch@nebcityps.org, or in person at Central Office. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact Mr. Ethan Pellatz at 402-873-5591, epellatz@nebcityps.org, or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.”

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Mr. Scot Davis
Title: Hayward Principal
Address: 306 S. 14th St., Nebraska City, NE 68410
Telephone: (402) 873-6641
E-mail: sdavis@nebcityps.org

For further information on notice of nondiscrimination, visit <http://wdcrobeolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 2006 —“Complaint Procedures”.

Page 9 - Attendance

Pregnant and Parenting student Add to match the verbiage recommendations of KSB on page 8.

The District will not discriminate in its education program or activity against any student based on the student’s current, potential, or past pregnancy.

Page 15 - Complaint Procedures Change to match the verbiage recommendations of KSB

Add:

“Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those 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 in any specific policy addressing those areas or the procedures set forth below.

Allegations of sex discrimination covered by Title IX will be addressed through the board’s Title IX policy.

References to “coordinator” in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 reasonably believes speaking directly to the person would subject complainant or complainant’s student to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

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 applicable 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 coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, 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 involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board’s policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

a) The appeal must be in writing.

b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.

c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.

d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

a) When the complaint is about a board policy, not implementation of the policy;

b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or

c) When the board is required by law, policy, or contract to hear a complaint or appeal.

6. If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.

d) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.

e) There is no appeal from any decision of the board unless authorized by law.

7. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

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 or must be pursued further.

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 by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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."

~~Good communication helps to resolve many misunderstandings and disagreements, and the board encourages patrons and school staff to discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, 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 the complainant believes speaking directly to the person would subject the 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 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 the 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 to a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.~~

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

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

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

Page 33 - Charges for Food Consumed by Students - Needs to reflect the change in price if there will be one.

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

- *Breakfast Program – Grades 6-12*
Regular Price \$2.25
Reduced Price \$0.30
- *Lunch Program – Grades 6-12*
Regular Price \$3.50
Reduced Price \$0.40
- *Milk (each) \$0.50"*

Page 41 Cheating, Plagiarism, and Academic Dishonesty

- Addition of Artificial Intelligence bullet point example of "cheating, plagiarism, and academic dishonesty"

- ***"Utilizing websites or artificial intelligence (AI), without teacher permission, to complete assignments, projects, assessments or any other work designed to assess student ability."***

Page 41 - Academic Information -

GRADE	PERCENTILE RANGE	GPA
A	93-100	4.00
A-	90-92	3.67
B+	87-89	3.33
B	83-86	3.00
B-	80-82	2.67
C+	77-79	2.33
C	73-76	2.00
C-	70-72	1.67
D+	67-69	1.33
D	63-66	1.00

D-	60-62	0.67
F	0-59	0.00

Pages 44, 45 and 46 - *Removal of recovery room due to no longer having a recovery room at NCMS*

Chromebook Handbook Changes

Removed old language referring to protection plan - MS students do not receive protection plan

Nebraska City Middle School 2024-2025

Home of the Pioneers

909 1st Corso
Nebraska City, NE 68410
Phone: 402-873-5591
Fax: 402-873-5641

NCMS Website: <http://www.nebcityps.org>

Mr. Ethan Pellatz
Principal

THIS PLANNER BELONGS TO:

NAME: _____

PHONE: _____ GRADE: _____

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WELCOME

Dear Students and Parents:

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

Please read this handbook carefully. Students and their parents are responsible for knowing the rules, regulations, and procedures covered in this handbook.

There are several forms available on PowerSchool that must be read, signed, and submitted no later than August 23rd, 2024. These forms are available for review at the end of this handbook.

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

Sincerely,

Ethan Pellatz

Intent of Handbook

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District’s specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [\[Insert Link to Notice of Nondiscrimination\]](#)

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: Mr. Mark Fritch at 402-873-6033, mfritch@nebcityps.org, or in person at Central Office. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact Mr. Ethan Pellatz at 402-873-5591, epellatz@nebcityps.org, or in person at school.

Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

MISSION STATEMENT:

“Inspiring a culture of excellence that engages all students in lifelong learning.”



BELIEF STATEMENTS

We believe all students will:

- Be safe, respectful, and responsible citizens
- Thrive in a culturally diverse environment
- Learn through cooperative efforts
- Think and solve problems creatively
- Become technologically proficient
- Develop visionary thinking
- Be life-long learners

SECTION ONE

BASIC SCHOOL RULES AND GENERAL PRACTICES

Accidents

The School (School district) will not be responsible for any medical costs incurred by any student who is injured while attending school, any class, any school function on the premises of the school or at any off premises location at any activity authorized or sanctioned by the school.

Attendance / Loss of Credit

Students are expected to attend school every day it is in session. They must attend school regularly and be on time in order to be successful. Parents are obligated to insure that their students attend school every day they are able. The school *will* recognize outstanding attendance with special awards at the end of the school year.

Parents must contact the office of their student's building before 9:00 a.m. on the day the student will not be in school. Students may not call to inform the school of their own absence. The school will telephone parents to notify them when their student is not in school. *If called out for lunch, students need to be back by the end of the lunch period.*

Absences may be excused for reasons of: 1) personal illness (*if Doctor note provided*), 2) family emergencies/events, 3) school activities.

The school district will send parents written notice when a student has accumulated five (5) absences during a semester. A subsequent letter will be mailed home every five (5) absences. A conference (*such as a phone call or in-person visit*) may be held which will include the student, parent, teacher(s) and/or principal/asst. principal to review the reason(s) for the absences and the consequences for future absences. The principal may require a physician's verification for absences related to illness.

Each student will be allowed eight (8) absences per semester, (absences due to school-sponsored activities will not be included in this total). *Once a student accumulates 8 absences they may be required to attend Saturday support.*

When students accumulate more than five (5) unexcused absences, the school district may report the student's absences to the county attorney for truancy and/or withhold class credit. A conference will be held which will include the student, parent, teacher and administration to review the reasons for the absences and possible consequences for future absences. *The welfare and safety of our students is a priority and regular attendance is an important factor in meeting this priority.*

The District will not discriminate in its education program or activity against any student based on the student's current, potential, or past pregnancy.

Absences due to illness

The school district will contact parents if a student becomes ill at school. A student who is absent due to illness should contact their teachers to collect and complete assignments in a timely manner. Assignments missed due to illness will be monitored through district grading and assignment resources.

Planned absences

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

Students are obligated to:

- 1) complete all class work in advance for any absence that can be anticipated;
- 2) be in attendance ½ day prior to attending practice or participating in a scheduled student activity except in cases of family emergencies or pre-arranged absences;
- 3) check out of school at the office if leaving school during the school day; and
- 4) make up any and all work that is assigned by teachers as make-up work for the instructional time that has been missed.

Parents are obligated to:

- 1) call the appropriate building office to inform the school of the reason for each absence; and
- 2) submit a doctor's statement, if requested, for each period of absence due to illness that exceeds five days.
- 3) *ensure students are in attendance whenever possible*

Audio and Video Recordings

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules.

An exception will be made to this policy if photographs or audio or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Bed Bugs

Students found to have bed bugs will be removed from the classroom and inspected by the school nurse. Any bugs found should be removed and collected for identification. If an active bed bug is discovered, the student's parent(s) or guardian(s) will be notified, and prompt, proper treatment will be required. Any other students residing in the same household or otherwise at risk of infection should be inspected as soon as possible after the initial diagnosis.

The student will not be excluded from school the day of the diagnosis unless the student has been diagnosed previously and attempts at treatment have failed. No healthy child should be excluded from or allowed to miss school time because of bed bugs unless efforts to remedy an infestation have been unsuccessful.

If bed bugs are found in a classroom or elsewhere in the building, the school will notify parent(s) and guardian(s) of all students so that the students' clothing and other belongings may be inspected before bringing them into the home. The school will not be closed due to a bed bug presence. If pest management is necessary, it will be provided to affected areas of the school.

Bills

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

Books and Supplies

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

Students must supply their own consumable items such as pens, pencils, tablets, notebooks, erasers, and crayons. Each classroom teacher will prepare a supply list for students at the beginning of the school year.

Bulletin Boards

Bulletin boards are maintained throughout the building to communicate general information, material, and school announcements. Students should check the bulletin boards carefully each school day. A copy of daily announcements will be made available each day.

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.

Bullying

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

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

Reporting Bullying

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform Safe 2 Help 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.

Cell Phones, Pagers and Other Electronic Devices

Students may not use cellular (cell) phones, tablets or other personal electronic devices while at school. Students should not use or have devices on their person during the instructional day (8:05 to 3:32). Exceptions may be made for educational purposes by staff members with permission from the administrator. It is understandable to want to have contact with their child during the instructional day, however, it is necessary for students to be in a safe and distraction-free environment. Students can be reached by calling the building office.

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

Students who violate this policy, through possession of their personal electronic device, will have their cell phones or other electronic devices, confiscated immediately. Students who refuse to comply will receive consequences for noncompliance. The administration will return confiscated devices to the offending student’s parent or guardian after meeting with the parent or guardian to discuss the 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.

A separate Chromebook Handbook will be utilized to spell out all necessary actions related to the use of District provided chromebooks.

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

Child Abuse and/or Neglect

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

Class Dismissal

Classes are in session from the ringing of the tardy bell until the teacher dismisses the class. The bell at the end of the period is not a dismissal bell, and students may not leave their classrooms until their classroom teacher has excused them.

Classroom Behavior

Student behavior and attitude in the classroom must be cooperative and distraction-free. All students must:

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

Teachers will establish classroom conduct rules that students must obey.

Teachers will establish classroom conduct rules which align with the Positive Behavior Schools philosophy of, "BE SAFE, BE RESPECTFUL, BE RESPONSIBLE and *BE RESOURCEFUL*" and promote a productive learning environment.

Closed Campus

Students may not leave the building without permission from the administration and checking out in the office. Once students are on campus for the day, they must stay on campus until dismissed or otherwise released. Students will not be released to anyone under the age of 18. Exceptions to this guideline can be made by the administration only.

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.

Computer Network Use by Students

Students are expected to use computers and the Internet as an educational resource. The board of education has adopted the following procedures and guidelines to ensure appropriate use of the Internet.

1. **Acceptable Use.** Students may use the Internet for the following purposes:
 - a) Conducting research assigned by teachers.
 - b) Conducting research for classroom projects.
 - c) Accessing information about current events.
 - d) Conducting research for school-related activities.
 - e) Any other appropriate educational purpose.
2. **Unacceptable Use.** Students may not use school computers for the following purposes or do the following things:
 - a) Accessing material that is sexually explicit, obscene, pornographic, "harmful to minors," or otherwise inappropriate for educational uses.
 - b) Engaging in any illegal activities, including the downloading and copying of copyrighted material.
 - c) Participating in electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications on school computers.
 - d) Participating in on-line auctions, on-line gaming or mp3 file-sharing systems including, but not limited to, Napster, Aimster, and Freenet on school computers.
 - e) Disclosing personal information such as their names, school, addresses, and telephone numbers outside of the school network.
 - f) Commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
 - g) Publishing web pages that purport to represent the school district or the work of students at the school without the express written permission of the system administrator.
 - h) Erasing, renaming, or making unusable anyone else's computer files, programs or disks.
 - i) Using or trying to discover another user's password. Students and staff shall not share their passwords with fellow students, school volunteers or any other individuals.
 - j) Copying, changing or transferring any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
 - k) Writing, producing, generating, copying, propagating, or attempting to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance

of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan Horse, or a similar name.

- l) Configuring or troubleshooting computers, networks, printers or other associated equipment, except as directed by the teacher or the system administrator.
- m) Students may not take home technology equipment (hardware or software) without permission of the system administrator.
- n) Forging electronic mail messages or web pages.

3. **Enforcement**

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

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

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

Complaint Procedure

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to complaints unless the complaint is subject to a different procedure required by law, policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems at the lowest level of the chain of command. When those 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 in any specific policy addressing those areas or the procedures set forth below. Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 reasonably believes speaking directly to the person would subject complainant or complainant's student to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.

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 applicable 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 coordinator, the administrator or coordinator shall first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will promptly and thoroughly investigate the complaint, and shall:

a) Determine whether the complainant has discussed the matter with the respondent.

1) If the complainant has not, urge the complainant to discuss the matter directly with the respondent, if appropriate.

2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should or must be pursued further.

b) Strongly encourage the complainant to reduce his or her concerns to writing.

c) Interview the complainant and, if necessary, the respondent against whom the complaint is filed, 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 involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or coordinator receives the complaint.

4. If either the complainant or the respondent is not satisfied with the decision he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

a) The appeal must be in writing.

- b) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the decision.
- c) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
- d) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

6. If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- d) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- e) There is no appeal from any decision of the board unless authorized by law.

7. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination

against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

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 or must be pursued further.

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 by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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.

Conferences

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

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

Copyright and Fair Use

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

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, review the school district's copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>.

You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site:
<http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Contact Information

Parents must supply the school with their student's address and telephone number as well as information about how to reach a responsible adult during the school day. Parents must promptly inform the school if this contact information changes during the school year.

Damage to School Property

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

Dating Violence

The board prohibits behavior that has a negative impact on student health, welfare, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school sponsored activities or school-sponsored athletic events.

Dating violence is defined as a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious or long-term.

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

Dress Code/Appearance

Students must come to school dressed in clean, neat and appropriate clothing to conform with educational standards. *Parents and students are encouraged to contact the school if they are in need of appropriate clothing.*

Students are prohibited from wearing, or displaying permanent or temporary body art, with the following attire:

1. Clothing displaying indecent, suggestive or profane writing, pictures or slogans
2. Clothing that advertises or displays alcohol, tobacco or any illegal substance
3. Caps, hats, sunglasses, hoods, bandannas (and the like) during the school day
4. Airpods (and the like) will not be worn unless given permission by staff
5. Bare feet (some type of footwear must be worn)
6. Short-shorts, biker shorts, or cutoff shorts
7. Any clothing that could cause damage to others or school property
8. Shirts, blouses, or other clothing worn unbuttoned, unzipped, or otherwise purposely unfastened
9. Costumes and/or those clothes intended only for leisure, entertaining or special occasions
10. Bare "midriff" (belly button) styles, see-through and low cut blouses, halters, tank tops or thin-strapped tops (spaghetti straps)
11. Pants and shorts worn below the waist so as to expose undergarments (sagging)
12. Pants that drag on the floor
13. Chains hanging or attached to pants or shorts
14. Coats during school hours unless the student has permission from a faculty member
15. Clothing with tears, holes, or a fit that expose undergarments
16. Extreme makeup, face paint, jewelry, piercings, or hairstyles are not allowed.
17. Students are not allowed to use or carry blankets during the school day.

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. A detention or suspension may be given to make up the time away from school. Students will also receive zeros for any class time they miss while correcting the violation. Repeated dress code violations may result in more severe consequences.

Drug Free Schools

The board of education has adopted policies to comply with the Federal Drug-Free Schools and Communities Act. Students are prohibited from using, possessing or selling any drug, alcohol or tobacco while on school grounds, at a school activity or in a school vehicle. In addition, students who participate in the school's activities program should refer to the Activities Handbook which prohibits the use or possession of alcohol, controlled substances and tobacco at all times.

Any student who violates any school policy regarding drug, alcohol and tobacco use will be disciplined, up to and including short-term suspension, long-term suspension, or expulsion from school and/or referral to appropriate authorities for criminal prosecution.

Emergency Contact Information

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. Parents must promptly inform the school if this contact information changes during the school year.

Emergency Operations

- Nebraska City School Board is committed to providing all students and staff a safe environment. Emergency Operations teams are in place to: perform threat assessment, provide safety training, and respond in times of crisis.
- **Threat Assessment:** The Emergency Operations 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.
- **Safety Training:** Provide information and training to students and staff including, but not limited to:
 - **Evacuate and Bus Drills** - Evacuate and Bus evacuation drills at regular intervals are required by law and are an important safety precaution. It is essential that when the first signal is given everyone obeys orders promptly and clears the building or vehicles by the prescribed route as quickly as possible. The teacher in each classroom or vehicle will give the students instructions.
 - **Lockdown Procedures** - A lockdown may be called by the building principal or other designee if he or she has reason to believe that the students and staff may be in danger. In such cases, students and staff will remain in a locked classroom. They must move away from windows and doors. Students and staff must remain quiet at all times. In the event of a lockdown, for their safety, students will not be allowed to leave the building. Parents will not be free to pick up their child during the lockdown. The Nebraska City Police Department will be notified of the school lockdown and required to offer assistance.
 - **Secure Procedures** – A lockout may be called by the building principal or other designee if he or she has reason to believe that a threat is possible from outside the building. In such cases, all exterior doors will be locked with no one (including parents and staff) being allowed to enter or exit the building. All classes will proceed as normal within the building.
 - **Shelter Drill**- The alarm for an adverse weather drill will be an intercom announcement. Students will proceed to the first floor, and then all boys will use the west stairway to the shower area of the boy's locker room. Girls will use the east stairway to the girl's locker room. At all times during the drill, THERE WILL BE SILENCE so as to hear approaching danger and to be able to hear instructions. Once in the locker rooms students must

remain quiet until the “ALL CLEAR” is sounded. A verbal announcement will send students back to classes.

- **Crisis:** Emergency Operation team members will be available to students and staff in the event of a crisis. Information will be communicated to stakeholders through parent email and/or mass phone call/text.

Eye Exams

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

Field Trips

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

First-Aid

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

Food and Drink Regulations

No open containers may be brought into the building. This includes but is not limited to opened bottles, sports bottles, cups, drinks from restaurants, and other containers that are not sealed. Any food items brought into the building will not be allowed to leave the designated eating area. Special exceptions may be made by the building administration. Water bottles may be used throughout the day but must be empty. Water bottles can be filled at the bottle filling stations within the school.

Students bringing cold lunch must store food in an appropriate lunch bag and store properly in their designated locker so as not to jeopardize the school issued electronic device.

Food Service Program

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

Breakfast

The school will serve breakfast daily from 7:35 a.m. until 8:00 a.m. Students who qualify for free or reduced-price lunch also qualify for free or reduced-price breakfast. The school district charges students \$2.25 and adults \$2.25 for breakfast.

Lunch

Lunch prices depend on the federal funding that the program receives. Lunch for 6-8 is \$ 3.50.

Payment for Meals

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

If a student has no funds available to pay for a meal, the student will have a regular meal and the account will be charged accordingly.

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

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

Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

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.

Guidance

Guidance services are available for every student in the school. These services include assistance with educational planning, interpretation of test scores, occupational information, career information, study help, help with home, school and/or social concerns, or any question the student may feel they would like to discuss with the counselor. Students are encouraged to make full use of the guidance services.

Group Disturbance and Walk Away You Get To Stay Regulation:

NCMS administration will incorporate the usage of the "Walk Away" strategy to handle group disturbances and situations between various students. Students will be instructed to "Walk Away" from any volatile situation dealing with groups or individuals and get "To Stay" in school or the regular classroom setting. Students that do not "Walk Away" from volatile situations and continue to be incorporated in such occurrences may be suspended as well as being issued a citation by local law enforcement officials.

Head Lice

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

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

Health Problems

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

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

Homeless Children and Youth

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

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

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

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is the Director of Student Services, who may be contacted at 402-873-6033.

Illness or Injury at school

Students who feel ill or are hurt while at school should seek immediate assistance from their classroom teacher or the nearest staff member. The school will contact parents to pick students up from school whenever necessary. When school officials determine that a student needs immediate medical attention but the parents cannot be reached by phone, emergency services will be summoned or the student will be taken directly to the doctor and/or hospital.

Immunizations

All students must furnish to school officials proof of adequate immunizations from mumps, measles, rubella; diphtheria, pertussis, tetanus; polio; varicella and hepatitis B.

A signed medical exemption is accepted when immunization would be injurious to the health and well-being of the student or member of the student's household or family, but the parents/guardian must submit dates of immunization for all other diseases. A signed religious waiver is accepted when immunization conflicts with the student's personal and sincerely followed religious beliefs. Homeless students who are in need of immunizations will be referred to the homeless coordinator, who shall assist in obtaining necessary immunizations or medical records.

Provisional Enrollment.

Students shall be provisionally enrolled so long as they continue to get the required immunizations as fast as medically possible.

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

Initiations and Hazing

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

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

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

Lockers and Other School Property

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

Lost and Found

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

Medications

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

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

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

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

It shall be the policy of the Nebraska City Public Schools, in the event of a life threatening respiratory emergency to administer medications as directed on the student's Emergency Action Plan. If that plan does not lead to relief of symptoms or there is no plan in place, Epinephrine by EpiPen and albuterol by nebulizer will be administered per standing order, which has been reviewed by a physician and mandated by the State Department of Education. Any individual treated for symptoms with epinephrine at school will be transferred to a medical facility by rescue squad at the family's expense.

Media Center

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

Parental Involvement

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

An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.

An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.

Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.

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.

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.

The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of the contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

Personal Items

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

Students who violate this policy, through possession of personal items, may have their item confiscated immediately. Students who refuse to comply will receive consequences for noncompliance. **The school is not responsible for damaged or lost personal items or equipment.**

Physical Exam

Students entering kindergarten and the seventh grade, and those entering school from another state, are statutorily required to show evidence that they have had a physical examination within six months prior to the date of entering school. Exceptions to this rule will be based on recommendations from the Nebraska School Activities Association and/or the Southeast Nebraska Health Department.

Pictures

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

Playground Rules

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

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

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

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

Police Questioning and Apprehension

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

Protection of Student Rights

The Board of Education respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA). The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

Public Displays of Affection

Students may not engage in public displays of affection that are disruptive to the school environment or distracting to others. Prohibited conduct includes hugging, kissing, touching or any other display of affection that a staff member determines to be inappropriate.

Reasonable Suspicion Testing

Students may be required to submit to drug or alcohol testing if there is a reasonable suspicion that the student is under the influence of drugs or alcohol.

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.

School Day

The school day typically begins at 8:05 a.m. and ends at 3:32 p.m. Students are to leave the school grounds after dismissal. School staff will provide supervision for students on school grounds 15 minutes before the school day begins and 15 minutes after the school day ends. **There will be no supervision provided by the school before or after these times.** Parents must arrange for their children to leave school promptly at the end of the day.

Searches

School representatives may search lockers, personal belongings, and vehicles that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags. The district superintendent or designee may authorize the use of a canine trained in the detection of narcotics, explosives or any other contraband at any time. The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) or metal wands on school property and/or school sponsored activities.

Sexual Harassment

The school district clearly and unequivocally prohibits sexual harassment of students. Sexual harassment of students is defined as:

Unwelcome sexual advances, requests for sexual favors and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.

Any sexual, physical, verbal, or mental (emotional) harassment/intimidation of any student is prohibited. The disciplinary consequences for harassment will depend on the frequency, duration, severity and effect of the behavior and may result in sanctions up to and including expulsion. Students who feel they have been sexually harassed should immediately inform a teacher or the building principal.

Smoking

The use or possession of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted on school property at any time.

Sniffer (Drug) Dogs

The administration is authorized to use sniffer dogs to minimize the presence of illicit items on school grounds. Students and staff are specifically notified of the following:

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.

Staff Qualifications

Upon request, the school district will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met state qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The teacher's baccalaureate degree and major. Parents may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.

Upon request, the school district will inform parents whether their child is being provided services by a paraprofessional and, if so, the paraprofessional's qualifications. The request for such information should be made to the appropriate building administrator.

Student Assistance

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

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.

Fees may include:

Band \$10.00

6th Grade Exploratory classes \$10 or

- o Art--\$2.00
- o I-tech--\$6.00
- o FACS--\$2.00
- o Computers - \$2.00

7th Grade Exploratory classes \$10 or

- o Art--\$2.00
- o I-tech--\$6.00
- o FACS--\$2.00
- o Computers - \$5.00

8th Grade Exploratory classes \$10 or

- o 3-D Design--\$5.00
- o Murals--\$5.00
- o Digital Imaging--\$5.00
- o Careers--\$5.00
- o Painting--\$5.00

- o Drawing--\$5.00
- o Computers - \$5.00
- o I-tech--not to exceed \$25.00 (depends upon selection of project)
- o FACS--\$5.00

5. 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.

The maximum dollar amount of the transportation fee charged by this district shall be \$130.

6. Copies of Student Files or Records

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

The district will charge a fee of \$0.10 per page for reproduction of student records.

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

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

8. Participation in Summer School or Night School

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

The maximum dollar amount charged by the district for summer and night school shall be \$250.00.

9. 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 6-12
 - Regular Price \$2.25
 - Reduced Price \$0.30

- Lunch Program – Grades 6-12
 - Regular Price \$3.60
 - Reduced Price \$0.40

10. Charges for Musical Extracurricular Activities.

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

- Band students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$1000.00

C. Waiver Policy.

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

D. Distribution of Policy.

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

E. Voluntary Contributions to Defray Costs

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

F. Fund-Raising Activities

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

G. Student Fee Fund.

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

Student Passes

Students are not to be out of the classroom during class unless it is necessary or an emergency. Each student will have access to a digital copy of the student handbook and may be provided with a planner at the beginning of each school year or when they enroll in school. The goal of the classroom is to provide a distraction-free learning environment. Students who demonstrate a pattern of leaving the classroom may lose the opportunity to do so if deemed necessary by the staff. Students with documented health needs may be given exception to the general practices of the classroom environment. Each and every student must have a pass signed by staff prior to leaving the classroom.

Student Records

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Directory Information

FERPA and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

The school district has designated the following as directory information:

Name	Major field of study
Address	Telephone number, including student's cell number
Date and place of birth	Participation in activities and sports
Dates of attendance	Degrees and awards received
The image or likeness of the student in pictures, videotape, film or other medium	Weight and height of members of athletic teams
Certain class work intended for publication on the Internet	Most recent previous school attended

Classroom assignment and/or Homeroom teacher	E-mail address
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Directory information about students may also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high or middle school students unless parents have notified the school district that they do not want this information disclosed without prior written parental consent.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than October 1st.

Non-Directory Information

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

Transfer of Records Upon Student Enrollment

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

Complaints

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

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

Student Schedule Changes

Student schedule changes are made solely at the discretion of the Assistant Principal and/or the Principal. Students and parents may contact the school to request a schedule change at any time.

Tardiness

Students are expected to arrive on time for school each day. Students who are repeatedly tardy to school will be referred to the administration. Students tardy to class(es) interrupt the lesson or discussion and generally cause a minor disruption by entering late. Initial instances of tardiness will be handled between the student and the staff member. If the tardies become excessive, the situation will be referred to the office. A student is tardy if he/she is not in the classroom when the bell rings.

Telephone Calls

The school's telephone may be used only with permission of staff. Students are not permitted to use cellular telephones during school hours without the express permission of a member of the staff.

Threat Assessment and Response

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

1. 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 a 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 should include 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.

Transportation Services

The district operates school buses as a convenience for students and parents. They represent a substantial investment, and students are expected to care for and respect them.

Transportation to School

Students who ride the bus to school will arrive in time for them to eat breakfast at school. Parents must contact their bus driver if a student will not ride the bus on a given day. Bus drivers endeavor to adhere to their schedule, and will wait for riders only a short period of time so as not to jeopardize the time remaining for the rest of their schedule.

Non-resident or option enrollment students may ride the buses, but they will be charged a fee to be established by the board of education. The Superintendent will schedule bus routes, and questions concerning them should be directed to that office.

Bus Regulations

Riding school vehicles is a privilege, not a right. The bus drivers have the same authority as teachers while transporting students. Students must comply with the following rules and all school conduct rules and directives while riding in school vehicles. In addition, students must also comply with the student code of conduct while riding in school vehicles. If misconduct is recurring, the student will not be allowed to ride the bus.

a. Rules of Conduct on School Vehicles:

1. Students must obey the driver promptly.
2. Students must wait in a safe place for the bus to arrive, clear of traffic and away from where the vehicle stops.
3. Students are prohibited from fighting, engaging in bullying, harassment, or horseplay.
4. Students must enter the bus without crowding or disturbing others and go directly to their assigned seats.
5. Students must remain seated and keep aisles and exits clear while the vehicle is moving.
6. Students are prohibited from throwing or passing objects on, from, or into vehicles.
7. Students may not use profane language, obscene gestures, tobacco, alcohol, drugs, or any other controlled substance on the vehicles.
8. Students may not carry weapons, look-a-like weapons, hazardous materials, nuisance items, or animals onto the vehicle.
9. Students may carry on conversations in ordinary tones, but may not be loud or boisterous and should avoid talking to the driver while the vehicle is in motion. Students must be absolutely quiet when the vehicle approaches a railroad crossing and any time the driver calls for quiet.
10. Students may not open windows without permission from the driver. Students may not dangle any item (e.g. legs, arms, backpacks) out of the windows.
11. Student must secure any item or items that could break or produce injury if tossed about the inside of the vehicle if the vehicle were involved in an accident
12. Students must respect the rights and safety of others at all times.

13. Students must help keep the vehicle clean, sanitary, and orderly. Students must remove all personal items and trash upon exiting.
14. Students may not leave or board the vehicle at locations other than the assigned stops at home or school unless approved prior to departure by the superintendent or designee.
15. Video cameras may be placed on buses, at random, to monitor student behavior on the bus.

b. Consequences

Drivers must promptly report all student misconduct to the administration. These reports may be oral or written. Students who violate the Rules for Conduct will be referred to their building principal for discipline. Disciplinary consequences may include a note home to parents, suspension of bus riding privileges, exclusion from extracurricular activities, in-school suspension, short term or long term suspension from school, and/or expulsion.

These consequences are not progressive, and school officials have discretion to impose any listed punishment they deem appropriate, in accordance with state and federal law and board policy.

c. Records

Records of vehicle misconduct will be forwarded to the appropriate building principal and will be maintained in the same manner as other student discipline records. Reports of serious misconduct may be forwarded to law enforcement.

Requests to be dropped off at a point **not** on the regular route will not be accommodated, unless extenuating circumstances arise and the request is approved by the transportation director or administration.

Students who are not regular route riders may not ride the bus home with a friend, unless the parent of the non-route student presents written permission to the bus driver ahead of time. The written permission should include the date, the non-route rider's name, the signature of the non-rider's parent, and the place approved for drop off. Such requests may not be granted if they cause overcrowding of the vans or buses (Vans-10 riders only, plus driver).

Transportation to Activities

The school district provides transportation to students who are participating in school-sponsored events and they must ride to those events in a school vehicle. Students who wish to take private transportation home from a school event must submit a release form to the sponsor that has been signed by that student's parent.

UNIVERSAL SCREENING The District will conduct various screenings (such as the SAEBRS universal screener) throughout the year to identify students with academic, behavioral, or social-emotional concerns. All District screening tools are norm-referenced and research-based. Any parent/guardian who does not consent to the screening of his/her student must notify the Director of Student Services at the beginning of the school year.

Visitors to the Building

Visitors (including parents) are to report to the office when entering the building. As a rule students will not be allowed to visit school unless it is cleared through the office of the principal in advance.

Weather-Related School Closing

The Superintendent will occasionally announce an emergency early school dismissal, late start, or cancellation of school due to extreme heat, snow or ice. School closings will be announced on local media outlets. Parents should assume that school is open and a regular schedule is being followed if there is no announcement concerning the school district. Please do not call the school or individual staff members to find out whether school is being canceled. Parents who do not believe it is safe to transport their students to school may keep their students home after contacting the district office.

If schools are closed due to severe weather conditions, all after-school activities will be canceled.

Withdrawal From School

Students who are moving from the district must notify the school office.

SECTION TWO

ACADEMIC INFORMATION

GRADE	PERCENTILE RANGE	GPA
A	93-100	4.00
A-	90-92	3.67
B+	87-89	3.33
B	83-86	3.00
B-	80-82	2.67
C+	77-79	2.33
C	73-76	2.00
C-	70-72	1.67
D+	67-69	1.33
D	63-66	1.00
D-	60-62	0.67
F	0-59	0.00

Band Enrollment

Band may be added or dropped during the first seven school days of either semester. If band class is dropped at other times it may be recorded as a failing grade. Students may enroll in band class with the permission of the instructor and administration. Band enrollment decisions, after the first seven school days of the school year, will need to be made after contacting the band director, then in consultation with the asst. principal and/or principal. As always, communication with the student, the student's family, instructor, and administration are important in making these decisions.

Cheating, Plagiarism, and Academic Dishonesty

Students may not cheat, plagiarize, or otherwise participate in any academic dishonesty in any form.

Prohibited behavior includes:

- Obtaining, attempting to obtain, or aiding another person to obtain credit for work by any dishonest or deceptive means.
- Lying.
- Copying another person's work or answers.
- Utilizing websites or artificial intelligence (AI), without teacher permission, to complete assignments, projects, assessments or any other work designed to assess student ability.
- Discussing the answers or questions on a test or assignment unless specifically authorized by the teacher.
- Taking or receiving copies of a test without the permission of the teacher.
- Using or displaying notes, "cheat sheets," or other sources of unauthorized information.
- Using the ideas or work of another person as if they were your own without giving proper credit to the source.

- Submitting work or any portion of work completed by another person.
- Failing to give credit for ideas, statements, facts, or conclusions which rightfully belong to another person.
- Failing to use quotation marks or other appropriate means of attribution when quoting directly from another person or source.

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

Homework

Classroom teachers will often assign homework. Each student is expected to spend some time preparing for studies outside of school hours. The amount of time expected will fluctuate based on productive use of class time, quantity of assignments, and involvement in school activities. Students who struggle to complete assignments or who must spend an inordinate amount of time completing an assignment should seek the help and advice of their teachers and consult with the principal and/or the school counselor. Parents who have questions about homework or concerns about class work should first contact the teacher/s with their concerns. Parents should refer to the complaint procedure on page 12-13 if concerns remain.

Honor Roll

The Honor Roll consists of the following:

Bronze Honor Roll:	GPA of 3.50 to 3.74 for the quarter
Silver Honor Roll:	GPA of 3.75 to 3.99 for the quarter
Gold Honor Roll:	GPA of 4.00 for the quarter

Students who earn a 4 or a 5 in any class will be excluded from the honor roll, this includes exploratory classes.

Incompletes

Students are expected to complete assignments within the provided time frame or assigned due date. Students who struggle to regularly complete their assignments may be given additional time to complete these assignments during lunch, outside of regular school hours, or during one of the Saturday support dates. Refusal to complete assignments may result in disciplinary actions for non-compliance or defiance. Students who may require additional time to complete assignments must meet with the teacher to discuss appropriate timelines and support they may need. Students and/or parents should meet with appropriate staff if extenuating circumstances may apply. Assignments and grades must be completed by the end of the grading period for which the assignment was given.

At the end of each grading period (Q1, Q2, Q3, Q4), teachers may give an incomplete to a student whose work for that term is incomplete.

PowerSchool

Parents have the ability to view their child's academic progress through the Internet. Parents can request a username and password for each child that would allow them to monitor homework completion and current grade status. Once this request is made, parents are required to come to school to pick up this confidential information. Due to privacy issues, usernames and passwords will not be mailed, sent home with students, or emailed. Grades will be updated on a regular basis

Promotion Guidelines

Middle school students take a variety of classes. Core classes (Math, English/Language Arts, Science and Social Studies) comprise a bulk of the time in which they are in school. It is the goal that each and every student successfully completes all courses in which they are registered. Nebraska City Middle School staff provides support for the successful completion of course work through our Guidance office, conferences, summer school, homework support clubs and Saturday support sessions as well as before, after, and during school support opportunities. Promotion to the following grade will be based on the successful passing and completion of the core classes. If a student fails 3 or more quarters, of the available 16 quarters of the 4 core classes, they may receive an academic hearing. Promotion to the following grade will be determined by the academic hearing team. (Parents, teachers, administrators, and student will be included on this team.)

Report Cards

These are given either to the students or parents at the end of each grading period.

Top 10%

Top 10% certificates are awarded to students in the spring of each year and are based upon the grades students have earned for the current school year. Students earning top 10% recognition will be noted at Honors Night.

SECTION THREE

STUDENT DISCIPLINE

Board of Education Discipline Policy:

The Board of Education considers the safety of district students, personnel, and visitors of primary importance. Behavior and attitudes are attributing factors lending to the overall safety within the school. The Board has outlined minimum standards of behavior in a Code of Conduct; this code should be the foundation from which all disciplinary actions are based. To be effective it is imperative that the Code of Conduct be consistently administered on all levels.

The Board of Education may authorize the emergency exclusion, short-term or long-term suspension, expulsion, or mandatory reassignment of any student from school for conduct prohibited by the Code of Conduct, the board's rules, or standards as established by LB 503 (1976) as amended by LB 1250 (1994) if such action complies with the procedures required by this act.

Further, the Gun Free Schools Act and LB 658 requires the expulsion from school for a period of not less than one year of any student who is determined to have knowingly and intentionally possessed, used, or transmitted a firearm on school grounds, in a school owned vehicle being used for a school purpose, or at a school sponsored activity or athletic event.

Administrative regulations shall be set forth regarding this policy and the Code of Conduct. Each building shall develop action plans to implement and enforce these administrative regulations in a fair and consistent manner. The Superintendent shall report student expulsions or staff removals for cause to the Board President, at his earliest convenience after the discipline has been taken. At the Presidents and/or Superintendent's discretion other board members will be notified.

Code of Conduct...I WILL - Be Safe / Be Respectful / Be Responsible / Be Resourceful

Treating others with dignity and respect is the responsibility of students, faculty, staff, administrators, board members, parents, and guests involved in or visiting the Nebraska City Public Schools.

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school while using district transportation, at school, during lunch, on the way home while using district transportation, and at all school activities (home and away or any time while on school or district property).

The school district's discipline is guided by the following principles:

1. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
2. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
3. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.

4. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
5. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

The Student Activity Handbook governs extracurricular activities including athletics, band, chorus, and club activities. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Levels of Unacceptable Behavior

LEVEL ONE:

Productive Personal Environment -- Behaviors that occur in the classroom and affect only the learning of the misbehaving student. The behaviors are addressed by the classroom teacher.

Minimum consequence: Teacher making eye contact with student

Maximum consequence: Detention

LEVEL TWO:

Productive Classroom Environment -- Behaviors that occur in the classroom and interfere with the learning of others. Will likely result in a recovery room.

Minimum consequence: Verbal redirection by teacher/administrator

Maximum consequence: In-School Suspension

LEVEL THREE:

Orderly Environment -- Behaviors that occur that are not intended to cause physical harm to another individual, are not illegal, but do negatively affect an orderly environment.

Minimum consequences: Verbal redirection by teacher/administrator or Recovery Room

Maximum consequences: Short-Term suspension

LEVEL FOUR:

Safe Environment -- Behaviors that are intended to cause another individual physical harm and/or are illegal.

Minimum consequences: Suspension

Maximum consequences: One year out of school

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior that are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; a failure to serve such assigned discipline as directed will

serve as grounds for further discipline, up to expulsion from school. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

After School Sessions and Detentions

Teachers and administrators may require students to stay after school or to serve a detention when the student violates any of the rules contained in this handbook or violates classroom-specific conduct rules set by individual teachers. When students are required to stay after school, they will be allowed to telephone parents and advise them of the situation.

Students who ride the bus home from school will be given a 24-hour notice of after-school time or a detention so that the parents may make plans to pick up the student the following day.

- Teacher-Assigned Detentions will not exceed 30 minutes from the time of dismissal and are to be served in the teacher's room or designated area. A student who fails to attend a detention may be given a detention by the teacher or may face additional disciplinary consequences. A student who has a conflict with an after-school session is responsible for working it out with the teacher.
- Administration-Assigned Detentions will be assigned as necessary, served in the detention room designated by the building principal or asst. principal.

Saturday School

The building administrator may require a student to attend Saturday School for four hours on Saturday morning. Saturday School is held from 8:30 AM to 12:30 PM in a classroom staffed by teachers. Students follow strict rules and must work on assignments the entire time, except for short breaks. Students who do not follow Saturday School rules will be removed from the classroom and will face further disciplinary action.

In-School Suspension

The building administrator may require a student to serve in-school suspension. Students will be required to serve suspension at a designated location where they will study and participate in campus clean up. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

Short-Term Suspension

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

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

The following process will apply to short-term suspensions:

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

Long-Term Suspension

The Principal or the Principal's designee may exclude a student from school or any school function for a period of 6 to 19 school days (long-term suspension) based on conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Expulsion

1. **Meaning of Expulsion.** Expulsion shall mean 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 10 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 10 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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned, the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district; and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The Principal or the Principal's designee shall make the determination whether or not the student's participation and conduct has been satisfactory.
- 4. Students Subject to Juvenile or Court Probation.** Prior to the readmission to school of any student who is less than 19 years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may, with proper consent upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

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

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

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

2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults that occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules, or a single violation if the conduct amounts to a criminal act, if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, sex, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as electronic cigarettes, vapor pens, etc.;

- e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
- f. Possession of pornography;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- h. Engaging in hazing 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;
- i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion; and
- k. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

In addition, a student who engages in the following conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event shall be expelled for the remainder of the school year in which it took effect if the

misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

1. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
2. The knowing and intentional possession, use, or transmissions of a dangerous weapon other than a firearm.

In addition, a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one year. The Superintendent may modify such one-year expulsion requirements on a case-by-case basis, provided that such modification is in writing. The term "to school" or "at school" means 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.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

1. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
2. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
3. A plan for its transportation into and from the school, its storage while in the school building, and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such a plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
4. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

Reporting Requirement to Law Enforcement

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

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of state law that the administration believes cannot be adequately addressed by discipline from the school district;
4. It is a violation of state law that endangers the health and welfare of staff or students; or
5. It is a violation of state law that interferes with school purposes.

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

The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his/her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his/her designee shall serve by registered or certified mail or by personal service to the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
 - (b) The penalties to which the student may be subjected and the penalty which the Principal or his or her designee has recommended in the charge.
 - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
 - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
 - (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
 - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
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. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee, shall automatically go into effect.
6. If a hearing is requested more than 5 school days following the actual receipt of the written notice, but not more than 30 calendar days after actual receipt, the student shall be entitled to a hearing; but the punishment imposed may continue in effect pending final determination.
7. If a request for hearing is not received within 30 calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing, and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian may have regarding the nature and conduct of the hearing.

2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, the student, and the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, the student, and the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon a written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian, and the legal counsel of the student shall have the right to examine the records, affidavits, and the statements of any witnesses in the possession of the Nebraska City Public School Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative, or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing. The student may testify in his/her own defense in which case he/she shall be subject to cross-examination. However, a student need not testify; and if he/she chooses not to, no conclusion may be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if at the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, the student's parents, or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school

board, the reasons for the particular action recommended. Such recommendations may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.

10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing; and based upon such report and the facts, shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student and the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.
12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than 3 members shall, within 10 school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations, which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record; and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The Board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of the Board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

SECTION FOUR

Activities

Activities-

This activity policy applies to all activities including athletics, clubs, drama, speech, performances, dances etc. ALL ACTIVITIES.

STATEMENT OF ACTIVITY PROCEDURES

Definitions

Participant: Any student currently a member of an activity in the Nebraska City Public Schools.

School Equipment

Equipment owned and issued by the Nebraska City Public Schools.

Event

All Sports and athletic events.

Any type of competition, performance, conference or convention to include but not limited to music, speech, drama, plays, musical concerts, Before and After School Clubs, Student Council, Math Counts, etc.

Also a leadership conference, quiz bowl, math, or science contest.

School Dances.

Any type of activity that has Nebraska City Middle School students representing the Nebraska City Public Schools in an individual, small group or large group event, performance or contest.

If the event involved would also impact a student's grade in a class the student will be allowed to do an alternative assignment to earn credit for missing the event. The alternative assignment would be determined by the teacher/sponsor and approved by the administration.

Sportsmanship

Sportsmanship involves two things; first, it is skill in or devotion to activities. Second (and equally important), it is a standard of conduct while engaged in activities involving honest rivalry and graceful acceptance of results.

Transportation

STUDENTS WILL RIDE ON SCHOOL TRANSPORTATION (unless other arrangements are made with the principal, sponsor/coach and parent in advance). Unless a coach/sponsor has a more stringent policy, students will also return home on school transportation unless a parent has filled out the necessary forms for alternative transportation. See Activities Director for forms.

Officials

Contest officials should always be treated with respect. At home contests they are our guests and should be treated as such by coaches and players.

Profanity

The use of profanity is evidence of poor sportsmanship and is offensive to squad members, coaches/sponsors and the general public. Its use is not acceptable by students, staff members, or the public.

Practice and Participation:

1--Whenever an athlete is participating in an official practice session of an athletic team, a coach or faculty member must be present.

2--In order to participate in practice or competition, individual participants must have been in attendance in school the preceding one/half day (all of periods 6,7, 8, & 9). If the activity or sport or its departure time is during the school day, the student must be in attendance the four preceding class periods.

3--If the activity or sport or its departure time is prior to fifth period, the Student will be in school that entire day until departure time. Any exception to this rule must have prior approval by the Athletic Director and Principal.

4--If a student misses or is late the morning following a school activity the evening before, he or she will not be allowed to participate in the next contest after the second offense. (EXAMPLE: Tuesday contest – misses or is late on Wednesday. 1st Offense. Thursday contest – misses or is late on Friday. 2nd Offense. Though not necessarily consecutive, the student cannot participate after the 2nd Offense in the next contest.)

School Equipment

1--Each participant has the responsibility for taking care of school equipment.

2--School equipment should not be worn at any time other than at authorized times.

3--The student to whom such equipment was issued must pay for equipment lost or damaged at any time.

4--Students or participants seen wearing equipment belonging to Nebraska City Public Schools will:

--Return such equipment.

--Participant could possibly lose eligibility.

Sportsmanship

Sportsmanship is one of the major goals of the Nebraska City Public School activity program.

Participants and fans are to set a good example of sportsmanship at all times and follow all rules set forth by NCPS and the NSAA.

RULES AND STANDARDS FOR STUDENTS PARTICIPATION IN ACTIVITIES SPONSORED BY NEBRASKA CITY MIDDLE SCHOOLS

Because of the nature of activities and the purpose of activities, the coaches/sponsors of Nebraska City Middle School, along with the Administration and the Board of Education, Believe that the students have an obligation to themselves and to activities which requires high standards of conduct, personal habits and behavior.

Students should understand that the use of tobacco, alcohol and other drugs are harmful to the body and hinder maximum effort and performance. Therefore, students are prohibited from using and/or possessing tobacco, alcohol or other drugs during the times they are representing NCPS. The following

minimum rules and standards, which will govern students participating in activities, have been adopted by the Nebraska City Board of Education.

Academic Activity Eligibility

All students participating in any activities at NCMS will be required to meet the following academic and procedural expectations listed below.

1. In-season academic eligibility will be monitored every week through the normal academic reporting process. (PowerSchool)
2. In any reporting period a student failing any subject/s will become ineligible to compete the following reporting period (week). Students will remain ineligible for one week at a time. If during that one-week of ineligibility students are able to raise their grades they will be eligible to compete the following week.
3. During ineligibility students will still be allowed and expected to attend all practices.
4. In Jeopardy checks are conducted on Wednesday at the conclusion of school.
5. Final determination of eligibility is made on Friday at the conclusion of the school day. If no school is scheduled on Friday, final eligibility will be determined the final day of school that calendar week.
6. Eligibility weeks are from Monday to Saturday.
7. Any student determined to be ineligible will not be able to participate in school-sanctioned activities not related to the curriculum. (ex. Dances, after school clubs, athletics etc.)

Attendance Patterns of Activity Participants

Students participating in activities must observe good attendance patterns at school. Any student in activities that has accumulated detention hours as a result of non-attendance will not be allowed to leave school early to attend games until all attendance detention hours have been completed.

Decorum

All participants in NCMS activities will be expected to maintain a standard of personal conduct, behavior, and appearance that will promote pride in NCMS activities and provide a favorable example to young people within the community who look with admiration toward the student. If this high standard of decorum is violated that student will have to miss the next activity that they would normally participate in (includes games, concerts, plays, etc.).

Activities Participants Standards of Conduct and Sanctions:

Activity participants are to comply with drug, alcohol and tobacco standards of conduct at all times. Participants may also be sanctioned if found guilty of a felony or are found by school administration to have displayed conduct that is detrimental to our school's purpose. This rule applies from June 1 to May 31 as a calendar year. Violations of the standards of conduct shall result in additional sanctions as set forth below. Sanctions will be imposed based upon the next activity the student will participate. Notification of conduct violations will be determined by being cited by a law enforcement professional, personal admittance of a conduct violation, or being observed by a staff member of Nebraska City Public Schools. The Nebraska City Public Schools may impose more severe sanctions than the minimums listed below depending on the severity of any violations.

Conduct Violation

Possession, use or distribution of illicit drugs, controlled substances, medication drugs not prescribed by a physician, behavior-affecting substances, look-alike drugs, alcohol, alcohol beverages, look-alike

alcoholic beverages, and or drug paraphernalia, the possession, use or distribution of tobacco, tobacco products or look-alike tobacco products, in any form (this includes smokeless tobacco products)... Participants may also be sanctioned if found guilty of a felony or are found by the high or middle school administration to have displayed conduct that is detrimental to our school's purpose.

Minimum Conduct Sanctions

First Violation will result in a suspension from activities for 20% of all scheduled activities. Scheduled activities shall mean all games or activities scheduled by the activities director or principal prior to the start of the individual season. In figuring all contest suspensions, the activities director will round up to the nearest contest. In the event that there are not enough contests left in the individual season to fulfill the imposed suspension, the suspension will carry over to the next sport or activity the student participates in. Suspensions will not carry over from year to year. The District Administration will have final authority in all judgment decisions. The student must continue to attend and participate in all practices during the suspension. Students electing to participate in a diversion program to divert an offense from the court system may write a letter to the school administration requesting their activity sanction be reduced by 50%. This option may be exercised one time.

Second Violation will result in a suspension from activities for 50% of all scheduled activities. Scheduled activities shall mean all games or activities scheduled by the activities director or principal prior to the start of the individual season. In figuring all contest suspensions, the activities director will round up to the nearest contest. In the event that there are not enough contests left in the individual season to fulfill the imposed suspension, the suspension will carry over to the next sport or activity the student participates in. Suspensions will not carry over from year to year. The District Administration will have final authority in all judgment decisions. The student must continue to attend and participate in all practices during the suspension.

Third Violation will result in a suspension from activities, including practices, for the rest of the school year.

Certification of Suspension

Students being in violation of any conduct code as listed above will have to serve the appropriate suspension in relation to their offense. Suspensions will be served during an activity that the student is involved in. For any suspension to be certified as a completed suspension the students must stay with that team or group until their season is over. Voluntary separation from any team or activity during or after any suspension will result in that suspension not being certified by the school administration and thus the suspension will be carried to the next activity that the student participates in. This certification of suspension rule will not allow students to quit or voluntarily separate from an activity as a result of disciplinary actions taken against them for a conduct violation.

Special Regulations by Activity Coach/Sponsor

A coach/sponsor may require additional standards, which are applicable to a certain sport, or activity, provided the standards are approved by the administration and are communicated in written form to the students and their parents before the particular activity begins.

Philosophy

A great activity tradition is not built overnight – it takes the hard work and dedication of many individuals over many years. As a member of an interscholastic team the student has certain responsibilities to uphold. Our tradition at Nebraska City Public School has been to win so that honor comes to our community, our school and our students. Such a tradition is worthy of the best efforts of all concerned,

the followers, the coaching/sponsoring staff, the participants, and the student body. By participating in the interscholastic program, we hope that all students are able to derive some of the individual values and benefits of the program.

Responsibilities to Yourself:

We like to think of a student participating in activities as being someone special in that certain responsibilities are imposed on him/her. A student participant is one who accepts these responsibilities and broadens them and develops strength of character. Students owe it to themselves to get the greatest possible good from their school experiences, their studies, and their participation in activities. You owe it to yourself to always do whatever you do in life to the best and fullest of your ability.

Responsibilities to the School

By being in activities you have the responsibility to your school to always do your best. Always follow the guidelines that are set forth. By being in activities you are representing your school and your community. You automatically assume a leadership role when you are on an activity team. The student body and citizens of the Nebraska City Community know you. You are on the stage with the spotlight on you. The student body, the community, and other communities judge our school on your conduct and attitudes, both on and off the field.

Because of this leadership role, you can contribute to our school spirit and community image. Make your school proud of you and your community proud of your school, by your performance and your devotion to high ideals. The younger students are watching you. They will imitate you in many ways. Do not let them observe negative ideals to copy.

Responsibilities of the coach/sponsor

Since there is a great tradition behind activities at Nebraska City Public Schools, the coaches/sponsors feel that they have the responsibility to give the community the best possible team with the available talent each year. Coaches/Sponsors of Nebraska City High School and Nebraska City Middle School are dedicated to this fact, as they are well aware of the tradition that has been built up over the years. Winning will always be important in every coach/sponsor's mind, but they are well aware of what must be done to win and win in the proper manner.

All coaches/sponsors will follow the

Nebraska Coaches Creed which reads...

I BELIEVE interschool sports (activities) have an important place in the general education scheme and pledge myself to cooperate with others in the field of education to administer them so that their values shall never be questioned.

I BELIEVE the other coaches (sponsors) of interschool sports (activities) are earnest in their desire to keep the interschool program high on the plane of citizenship training and I shall do all that I can to further their efforts.

I BELIEVE my own actions should be so regulated as to reflect credit to this profession.

I SHALL abide by the rules of the games (activity) in letter and spirit.

I BELIEVE proper administration of all sports (activities) offers effective laboratory methods for development of high ideals of sportsmanship, qualities of cooperation, courage, unselfishness and self control, desires for clean healthful living and respect for wise discipline and authority.

I BELIEVE these admirable characteristics, properly instilled by me through teaching and demonstration, will have a long carry over and will aid each one connected with the sport (activity) to become a better citizen.

I BELIEVE in and will support all reasonable moves to improve athletic (activity) conditions, to provide for adequate equipment, and to promote the welfare of an increased number of participants. Those of you who want to be a part of this great tradition established for you will have to accept the responsibilities which are set up for every member of all teams of interscholastic activities at Nebraska City High School.

These guidelines are drawn from the philosophies of the present coaching/sponsoring staff and administration, present participants, existing policies of schools of our size, and from the policies set up by the Nebraska Association of High School Activities.

Dances

When the student leaves the building they will not be allowed to return to the dance. Middle school dances are for NCMS students only. The student dress code will be observed at school dances. Provisions shall be made for formal dance attire but will still be expected to be appropriate and in good taste. Appropriate dancing at dances is required. Dancing that is explicit or sexual in nature will not be allowed.

Student Council

To be considered for a position as a Student Council member a student must:

1. Student Council eligibility will be determined using the same method outlined on page forty (40) in the Academic/Activity eligibility section.
2. Elections will take place in the fall of the current school year.
3. The student will have to make two (2) posters to be displayed in a hallway according to the date set by the Student Council Advisor.
4. Students will write and give a speech detailing why they should be elected to student council, the time they will devote to student council and a project idea for student council to consider.
5. Two recommendations from teachers will be due by the date set by the Student Council Advisor.
6. On a date set by the Student Council Advisor, the classes will meet to vote by ballot for Student Council representatives.
7. Students may be removed from the student council for behavior that does not represent the school appropriately. This decision will be made by the school administration and the student council advisor.

Before and After School Clubs

All students who voluntarily sign up to participate in the 21st Century Before and After School program do so with the understanding that all school rules outlined in this handbook are applicable.

Board of Education	
Mr. Jim Nemec	Board President
Mr. Kent Blum	Board Vice-President
Mr. Jeff Frields	Board Member
Mr. Nick Schmitz	Board Member
Mr. Rob Elson	Board Member
Mrs. Lisa Chaney	Board Member
Mr. Brent Shanholtz	Board Member
Mr. Don Loseke	Board Member
Ms. Stacie Higgins	Board Member

District Administrative Staff:	
Mr. Mark Fritch	Superintendent of Schools
Mr. Jason Hippen	Director of Student Services
Ms. Kate Sherwin	Director of Engagement
Mr. Brian Hoover	High School Principal
Mr. Ethan Pellatz	Middle School Principal
Mr. Scot Davis	Hayward Elementary Principal
Mr. Kris Kaiser	Northside Elementary Principal
Mr. Matt Thompson	High School Assistant Principal/Activities Director

Middle School Contacts:	
Mr. David Purdham	MS Assistant Principal/Activities Director
Mrs. Katie Meredith	School Counselor
Mrs. Jenifer Tietz	Administrative Assistant
Mrs. Jaime Fritch	Administrative Assistant

**Parent and Physician Permission
For Administration of Medication by School Personnel**

Medication should be scheduled to eliminate the need for giving during school hours whenever possible. It is necessary for school personnel to administer the following medication:

Name of Student _____ Grade _____

Name of Medication _____

Amount to be given _____

Time(s) to be given _____

Length of Administration _____ number of days _____ entire school year

If "entire school year" is checked a physician's signature is required

Reason for Medication _____

Significant Side Effects _____

(Parent/Guardian Signature)

(Date)

(Physician's Signature)

(Date)

I hereby request that the School District, or its authorized representative, administer the drug named above to my child named above, in accordance with the prescribing physician's instructions, and agree to:

1. Submit this request to office personnel.
2. Make sure that the medication is brought to school in its original container and/or packaging.
3. Make sure the container in which the drug is dispensed is marked with the student's name, the drug name, dosage, interval dosage, and date after which no administration should be given.
4. Any medications left at school will be destroyed at the end of the school year.
5. Over the counter medications must be labeled for use of the age of your child.
6. Medications will not be administered past the expiration date.
7. Release the School District and the Board of Education of the School District and all employees, agents, and the representatives of the School District from any liability concerning the giving or non-giving of the drug to the student.

Nebraska City Middle School
Title I (2024-2025)
Student-Parent-School Learning Compact

*Parent/Guardian: I understand that my participation in my child’s education will help his/her achievement and attitude. I agree to carry out the following responsibilities:

- 1) Provide a quiet place to study each day.
- 2) Spend at least 15 minutes drilling and practicing basic mathematical skills.
- 3) Encourage and praise my child.
- 4) Communicate with the math teacher.
- 5) Monitor Power School.

*Student: I know my education is important to me. It will help me become a better person. I agree to do the following:

- 1) Do my best at school.
- 2) Ask questions if I do not understand something.
- 3) Check Power School.
- 4) Conference with teachers before, during, or after school.
- 5) Study and prepare for tests and quizzes.
- 6) Ask for extra help if needed.
- 7) Show my work where applicable.

*Teacher: I understand the importance of the school experience to every student and my role as a teacher. I agree to carry out the following responsibilities:

- 1) Encourage and praise all children with high expectations.
- 2) Determine each student’s strengths and build on them as well as work to develop the weak areas.
- 3) Offer extra support where applicable.
- 4) Be willing to conference with students before and after school.
- 5) Maintain regular communication with parents and guardians.
- 6) Provide high quality curriculum and instruction in a supportive and effective learning environment that enables children to meet the State’s student academic achievement standards.

SIGNATURES:

Student: _____

Date: _____

Parent: _____

Date: _____

Teacher: _____

Date: _____

24/25 Student Handbook Changes

23/24 HW & NS

NOTICE OF NON-DISCRIMINATION

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

~~Name: Mr. Scot Davis~~

~~Title: Hayward Principal~~

~~Address: 306 S. 14th St., Nebraska City, NE 68410~~

~~Telephone: (402) 873-6641~~

~~E-mail: sdavis@nebcityps.org~~

~~For further information on notice of nondiscrimination, visit <http://wderobeolp01.ed.gov/CFAPPS/OCR/contactus.cfm> for the address and phone number of the office that serves your area or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 2006 — “Complaint Procedures”.~~

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24/25 HW & NS

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. **The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.**

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District’s specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link:

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 W.14th ave. Nebraska City, Ne 68410 or in person at school.

Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Title IX coordinator at 402-873-6033, or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

For additional prohibited discrimination and related information, please review school district Policy 3057 - Nondiscrimination.

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23/24 HW/NS

PROOF OF IMMUNIZATION

~~Prior to enrollment, each Nebraska City Public Schools student shall provide a written immunization history, signed by the student's physician, parent or guardian, verifying that the student has received the required vaccines so as to be protected by immunization.~~

~~Any student who does not comply shall not be permitted to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or provisional requirements continue to be pursued or an exemption from compliance is given.~~

~~**The cost of immunizations and any required documentation shall be borne by the parent or guardian, not the Nebraska City Public School district.**~~

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24/25 HW/NS

IMMUNIZATIONS

State law requires students to be immunized against hepatitis B, measles, mumps, rubella, polio, diphtheria, pertussis, tetanus and varicella prior to enrollment in school. Students are required to be immunized against varicella or provide month/year the student had the chickenpox. Proof of immunizations is required. You must either have met immunization requirements for enrollment or be working toward completing requirements as fast as medically possible to be provisionally enrolled or receive an exemption.

The cost of immunizations and any required documentation shall be borne by the parent or guardian, not the Nebraska City Public School district.

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23/24 HW/NS

USDA Non-Discrimination Policy

~~In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.~~

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

~~To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:~~

~~(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410~~

~~(2) Fax: (202) 690-7442; or~~

~~(3) Email: program.intake@usda.gov~~

~~This institution is an equal opportunity provider.~~

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24/25 HW/NS

USDA Non-Discrimination Policy

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

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

Hayward Elementary School
Home of the Pioneers
2024-2025

306 S. 14th
Phone: 402-873-6641

Nebraska City, NE 68410
Fax: 402-873-9274

Mr. Mark Fritch
Superintendent

Mr. Scot Davis
Principal

PRINCIPALS' MESSAGE

Dear Parents/Guardians and Students:

We welcome you and your child(ren) to the Nebraska City Public Schools. The entire staff at Hayward Elementary is dedicated to providing a positive student experience.

We have made this handbook so that you and your child may know a little more about the school, and thus feel more at home with us. All references to parents in this handbook are, of course, meant to include all guardians of children in our schools. Throughout the year, additional information will be released through bulletins and other sources. It is hoped that this will be read carefully and referred to as needed.

Please read this booklet with the knowledge that your child has a “home away from home” at our elementary school. It will give you an idea of how we operate Hayward and will help us to work together more effectively. Although the information found in this handbook is detailed and specific on many topics, it is not intended to cover every possible situation, and is not a “contract” with the school district.

The administration reserves the right to make decisions about individual situations as necessary. We are just as sincerely interested in your child's success as you are, with your help and cooperation, we hope that we may do the very best job possible. There is no problem that cannot be solved if we all work together.

We wish you and your child a successful year. Thank you for choosing Nebraska City Public Schools.

Sincerely,

Scot Davis
Hayward Principal

MISSION STATEMENT

Inspiring a culture of excellence that engages all students in lifelong learning.



Statements of Belief:

We believe all students will:

Be safe, respectful, and responsible citizens
Thrive in a culturally diverse environment
Learn through cooperative efforts
Think and solve problems creatively
Become technologically proficient
Develop visionary thinking
Be life-long learners

Academic Goal: All students will increase Reading skills across content areas.

Behavior Goal: All Students will Be Safe, Be Respectful, and Be Responsible!

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INTENT OF HANDBOOK

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District’s specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link:

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 W.14th ave. Nebraska City, Ne 68410 or in person at school.

Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Title IX coordinator at 402-873-6033, or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

For additional prohibited discrimination and related information, please review school district Policy 3057 - Nondiscrimination.

Aviso de no discriminación

Este distrito escolar no discrimina por motivos de raza, color, religión, origen nacional, sexo, estado civil, discapacidad o edad o en la admisión o acceso a, o tratamiento de empleo, en sus programas educativos y actividades y proporciona igual acceso a los niños exploradores (boy scouts) y otros grupos juveniles designados. Cualquier persona que tenga preguntas sobre el cumplimiento de este distrito escolar con los reglamentos que implementan el Título VI, el Título IX o Sección 504 está dirigida a contactar el Mr. Scot Davis por escrito al 306 S. 14th St., Nebraska City, NE 68410 o por teléfono al (402) 873-6641. Para asistencia adicional, también puede contactar (La Oficina de Derechos Civiles, Oficina de la Ciudad de Kansas) Office for Civil Rights (Kansas City Office), U.S. Department of Education 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, Teléfono: (816) 268-0550, Fax (816) 823-1404 TDD: 877-521-2172, Correo Electrónico al OCR.KansasCity@ed.gov. También vea la sección de “Discriminación y acoso” a continuación.

ATTENDANCE POLICIES

Nebraska City Public Schools complies with the Nebraska Compulsory Education Law.

Pupils are expected to be in attendance everyday that school is in session. Good attendance is one of the best indicators of future success in school. If a child is not present in school he/she is counted absent regardless of the reason for the absence.

The parents of any student, who is absent four (4) days from school for any reason, will receive a letter from the principal. A second letter will be sent home at eight (8) absences and every four (4) absences thereafter. Parents of students who are absent ten (10) days in a semester may be requested to conference with the building principal. The purpose of the conference is to develop a plan to improve attendance.

A letter may be sent to the county attorney if absences exceed twenty (20) days cumulative. Building administrators will take documented medical issues and family crises into consideration.

ABSENCES AND TARDINESS

Parents/Guardians should notify the elementary school office on the morning of a child’s absence before 8:30 a.m. If you have not made contact by 8:30 a.m., the school will attempt to make contact with you. It is important that we confirm the whereabouts of your child.

It is essential that students arrive at school on time and stay for the entire day. Valuable information may be missed if they arrive late or leave early. Students are to be in their classrooms at the start of the day and are expected to remain the entire school day.

If tardies become excessive (4 in a quarter) a letter the building principal may call the parents in order to develop a plan to correct the issue. Students are considered tardy if they arrive at school five minutes after school has started.

A Student who arrives after **9:45 a.m.** or leaves before **1:45 p.m.** and does not return to school will be marked a ½ day absent. Appointments that cause a student to miss more than an 1 ½ hours during the school day will also be counted as a ½ day absent.

ACCIDENTS

The School (School District) shall not be responsible for any medical costs incurred by any student who is injured while attending School, any class, any School function, on the premises of the School or at any off premises location at any activity authorized or sanctioned by the School (School District).

ADDRESS CHANGE

Parents should notify the office immediately of any change in address, phone number or family doctor. All unlisted numbers will be kept confidential.

All new students or transfers should contact the school principal as soon as possible. If transfer is known in advance, we would appreciate early notice.

ARRIVAL AT SCHOOL

Children are not to arrive on school grounds earlier than 20 minutes before school begins unless riding the bus. No adult supervision is provided before then. Children get cold and discipline problems arise when students arrive too early before school starts. If consistently arriving at school prior to the time supervision is provided administrators may contact parents about this situation.

BELL SCHEDULES

Northside

Supervision Begins7:50
Morning Bell.....8:10
Tardy Bell.....8:15
Dismissal Bell.....3:20

Hayward

Supervision Begins7:50
Morning Bell.....8:10
Tardy Bell.....8:20
Dismissal Bell.....3:20

BICYCLES

Students are to park their bikes in the appropriate bike racks or where designated. Students are advised but not required to keep their bicycles locked. Under no circumstances is any student to borrow or tamper with a bicycle that is not their own. Once a bicycle is parked in the morning it should not be ridden until school is dismissed.

BIRTH CERTIFICATES

Board Policy requires that all new enrolling students must show a certified birth certificate. A copy will be made for school files and the original will be returned to the parent or guardian. If there are any questions, the school principal should be consulted.

BULLYING

Nebraska City Public Schools strives to maintain a positive educational atmosphere for students. The school district recognizes the negative impact that bullying has on student health, welfare, safety, and the school’s learning environment. Bullying is defined as an ongoing pattern of physical, verbal, or electronic abuse on school grounds or at school sponsored activities. Nebraska City Public Schools have adopted strategies and practices to reinforce positive behaviors and to discourage inappropriate behaviors. Behaviors defined as bullying will result in disciplinary action as deemed appropriate by the school administrator.

BUS TRANSPORTATION

Bus transportation is provided between the elementary buildings, and for rural students. Residential students wishing to ride the bus should go to the Northside or Hayward buildings by 7:40 a.m. A bus will take them to their school. A bus will also return them to their neighborhood school at the end of the day. Union and rural students will work out their schedules with the transportation department.

BUS RULES

In the interest of safety, students riding in a bus will be expected to listen to the bus driver and follow all bus rules. It is a privilege, not a right, for students to ride the bus. The administration reserves the right to suspend bus-riding privileges at any time regardless of the number of violations committed. The bus driver does not administer the below actions, the school administration does. Direct all questions to the transportation supervisor and/or school administration.

Basic Rules- (Not intended to cover all situations)

- Obey bus driver
- No profanity
- No bullying
- Sit down
- Face the front
- No fighting or play fighting

Keep hands & objects inside the bus

Don't throw objects inside or outside of bus

1st - Violation: the driver will give a verbal warning. If the behavior continues the bus driver, transportation supervisor or elementary principal will fill out a bus referral form. This report will be given to the elementary principal who will notify the parents. Additional consequences may be given at this time.

2nd - Violation: same as above, except that privileges of riding the bus will be suspended for 1 week (5 school days).

3rd - Violation: same as #1, except that privileges of riding the bus will be suspended for 2 weeks (10 school days).

4th - Violation: same as #1, except that privileges of riding the bus may be suspended for the rest of the semester.

CELL PHONES

Students are required to shut off their cell phones and put them in their backpack or locker during school hours. If students violate this rule their cell phones will be taken and held in the principal's office until the end of the school day.

1st - Violation: Cell phone will be returned to the student at the end of the school day and parents will be notified.

2nd - Violation: Cell phone will only be returned to parent or guardian.

3rd - Violation: Cell phone will only be returned to parent or guardian. The Principal may assign additional consequences.

CLASSROOM VISIT PROCEDURES

To assure a successful school observation, teachers and administrators ask visitors to follow these guidelines:

1. Parents/guardians are invited to make appointments with the building principal to visit classes and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity.
2. All observation sessions will be planned in advance so as not to create conflict with the teacher and student schedule. Therefore, arrangements must be made prior to the day of the classroom visit or observation. The principal will limit the duration of any observation to 60 minutes in order to avoid distraction or disruption to the teacher's schedule and classroom atmosphere. Additional observation time will not be permitted absent unusual circumstances, in the sole discretion of the building principal. No parent may observe or visit a classroom during an assessment.
3. The principal reserves the right to decline the request for classroom observation if it is determined that such an observation would cause undue disruption in the educational process.
4. For security reasons, visitors are required to sign in at the school office, to receive a visitor's badge, and indicate the name of the teacher or destination before proceeding to contact any other person in the building or on the school grounds. All visitors are asked to sign out when leaving the building.
5. To protect the learning environment, the parent/guardian should be the only visitor in the classroom during the observation. An observer, other than the parent/guardian, must be approved by the principal and have written consent from the parent/guardian describing the reason for the visit and/or observation. Out of respect for the teaching environment, parents/guardians are asked not to bring younger siblings or children while observing in the classroom or to utilize any electronic equipment such as cell phones while in the classroom. Observers should not disrupt the learning environment by engaging students or the teacher in conversation. A follow-up meeting may be scheduled as needed to answer questions or concerns.
6. During the observation, the principal or his/her designee may be present in the observed setting in order to accommodate follow-up discussion or clarify questions that may arise.

*All aspects of individual student confidentiality must be preserved and respected.

COMPLAINT PROCEDURE

Good communication helps to resolve many misunderstandings and disagreements, and the board encourages patrons and school staff to discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, a complainant should follow the procedures set forth below:

1. The first step is for the complainant to speak directly to the person with whom he or she is dissatisfied, or to who is responsible for the practice or regulation with which he or she is dissatisfied. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher.
2. The second step is for the complainant to speak to the building principal, 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 to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted to the president of the board of education.
3. When a complainant submits a complaint to an administrator, the administrator shall:

- a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator will urge the complainant to discuss the matter directly with that staff member.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator 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.
4. A complainant who is not satisfied with the building principal's decision regarding a complaint may appeal the decision to the superintendent.
- a) This appeal must be in writing.
 - b) The superintendent will investigate, as he or she deems appropriate.
 - c) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision.
5. A complainant who is not satisfied with the superintendent's decision regarding a complaint may appeal the decision to the board.
- a) This appeal must be in writing.
 - b) The board may, but is not required to, receive statements from interested parties and witnesses relevant to the complaint appeal.
 - c) The board will notify the complainant in writing of its decision.
 - d) 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:
- 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.
 - 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 refer the matter to the board of education for consideration at a regular or special meeting.

CODE OF CONDUCT / STUDENT DISCIPLINE

Board of Education Discipline Policy:

The Board of Education considers the safety of district students, personnel, and visitors of primary importance. Behavior and attitudes are attributing factors leading to the overall safety within the school. The Board has outlined minimum standards of behavior in a Code of Conduct; this code should be the foundation from which all disciplinary actions are based. To be effective it is imperative that the Code of Conduct be consistently administered on all levels.

The Board of Education may authorize the emergency exclusion, short-term or long-term suspension, expulsion, or mandatory reassignment of any student from school for conduct prohibited by the Code of Conduct, the board's rules, or standards as established by LB 503 (1976) as amended by LB 1250 (1994) if such action complies with the procedures required by this act.

Further, the Gun Free Schools Act and LB 658 requires the expulsion from school for a period of not less than one year of any student who is determined to have knowingly and intentionally possessed, used, or transmitted a firearm on school grounds, in a school owned vehicle being used for a school purpose, or at a school sponsored activity or athletic event.

Administrative regulations shall be set forth regarding this policy and the Code of Conduct. Each building shall develop action plans to implement and enforce these administrative regulations in a fair and consistent manner. The Superintendent shall report student expulsions or staff removals for cause to the Board President, at his earliest convenience after the discipline has been taken. At the Presidents and/or Superintendent's discretion other board members will be notified.

I WILL - Be Safe / Be Respectful / Be Responsible

Treating others with dignity and respect is the responsibility of students, faculty, staff, administrators, board members, parents, and guests involved in or visiting the Nebraska City Public Schools.

Definition of Discipline

An ongoing process designed to teach, model, and use appropriate strategies to promote the behaviors necessary to ensure a safe and productive learning environment by changing unacceptable behavior to acceptable behavior.

Belief Statements

1. Teaching and learning of the intended curriculum for all students is the highest priority. Therefore, the misbehavior of one student -
 - a) will not be allowed to interfere with the learning opportunities of another student,
 - b) will not be allowed to interfere with the

teacher's responsibility to teach all students, and c) will not excuse the misbehaving student from also successfully completing the learning objectives.

2. Changing behavior takes time.
3. Discipline is a part of the daily routine--not a disruption.
4. Self-discipline is the expected outcome.
5. Every discipline situation is an opportunity to teach expected behavior.
6. Teaching and modeling appropriate behavior, along with implementing consequences for inappropriate behavior, is the best way to help change unacceptable behaviors to acceptable behaviors.
7. Expected behaviors must be communicated, taught, and modeled on a daily basis throughout the school year.
8. Punishment by itself cannot change behaviors.
9. In handling unacceptable behaviors, the focus will be on judging the behavior of a student, not on judging the student.
10. Staff members will not respond to misbehavior as if it were a personal attack on them.
11. Staff will show respect to students and parents at all times, regardless of the students' and parents' behavior.
12. Parents have a responsibility to ensure their children's behaviors do not take away from a safe and productive learning environment for others.
13. Staff will handle all discipline situations in a professional manner.

Discipline Expectations

1. Students and staff will demonstrate self-respect, respect for others, and respect for all things in their environment.
2. A safe and productive learning environment will be maintained for all individuals at school and at school-related activities.
3. Conflicts will be handled without the use of violence or threats of violence and with respect for the rights of all.
4. Staff and students will be expected to be on task at all times while in the classroom or at other learning activities.
5. Staff will provide learning opportunities for misbehaving students with support from parents and guardians.
6. Staff, students, and parents will assist misbehaving students to change their unacceptable behavior to acceptable behavior.

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school while using district transportation, at school, during lunch, on the way home while using district transportation, and at all school activities (home and away or any time while on school or district property).

1. The school district's discipline is guided by the following principles:
2. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
3. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
4. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
5. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
6. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, and club activities, are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Levels of Unacceptable Behavior

- LEVEL ONE:** Productive Personal Environment -- Behaviors that occur in the classroom and affect only the learning of the misbehaving student.
Minimum consequence: Teacher making eye contact with student
Maximum consequence: Detention
- LEVEL TWO:** Productive Classroom Environment -- Behaviors that occur in the classroom and interfere with the learning of others.
Minimum consequence: Teacher making eye contact with student
Maximum consequence: In-School Suspension
- LEVEL THREE:** Orderly Environment -- Behaviors that occur that are not intended to cause physical harm to another individual, are not illegal, but do negatively affect an orderly environment.
Minimum consequences: teacher making eye contact with student
Maximum consequences: short-term suspension
- LEVEL FOUR:** Safe Environment -- Behaviors that are intended to cause another individual physical harm and/or are illegal.
Minimum consequences: one day out-of-school suspension
Maximum consequences: one year out of school

Examples of Unacceptable Behaviors

LEVEL ONE: incomplete work, sleeping, inattentiveness, loitering, wearing hats in building

LEVEL TWO: leaving the room without permission, inappropriate movements, disruption of environment (noises, faces, improper attire etc.), talking without permission, failure to abide by classroom rules

LEVEL THREE: petty theft, derogatory remarks, improper language, elementary grade fighting, racial remarks, disrespect, destruction of property, noncompliance, intimidation, public displays of affection, going to parking lot or leaving the campus without permission, any other words or actions that would negatively affect an orderly environment.

LEVEL FOUR: weapons, arson, bomb threats, sexual harassment, felony theft, drugs or look-a-likes, tobacco, alcohol, physical assault (fighting), bodily harm or threatening bodily harm, lewdness, engaging in any other activity forbidden by the laws of Nebraska which constitutes a danger to others or substantially interferes with school purposes.

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior 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. The actions may also include in-school suspensions during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

In-School Suspension

The building administrator may require a student to serve in-school suspension. Students will be required to serve suspension at a designated location where they will study and participate in campus clean up. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

Short-Term Suspension

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

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

The following process will apply to short-term suspensions:

1. The Principal or the Principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he/she is accused of having done, an explanation of the evidence the authorities have, and an opportunity to explain his/her version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. The student and his/her parent or guardian will be given the opportunity to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

Long-Term Suspension

The Principal or the Principal's designee may exclude a student from school or any school function for a period of 6 to 19 school days (long-term suspension) based on conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Expulsion

1. **Meaning of Expulsion.** Expulsion shall mean 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 10 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 10 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 a 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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned, the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district; and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The Principal or the Principal's designee shall make the determination whether or not the student's participation and conduct has been satisfactory.

4. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than 19 years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may, with proper consent upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

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

The following student conduct shall constitute 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;
6. Possessing, using, selling, or dispensing alcohol, tobacco, narcotics, drugs, inhalants, or being under the influence of any of the above; possessing drug paraphernalia; or engaging in the selling, using, possessing, or dispensing of a controlled substance or an imitation controlled substance, as defined in section 28-401. (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;
8. Sexually assaulting or attempting to sexually assault any person. In addition, 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, the student is subject to suspension, expulsion, or mandatory reassignment regardless of where the conduct took place. For purposes of this subdivision, sexual assault shall mean sexual assault in the first degree and sexual assault in the second degree as defined in sections 28-319 and 28-320, as such sections now provide or may hereafter from time to time be amended;
9. Truancy or failure to attend assigned classes or assigned activities;
10. Tardiness to school, assigned classes or assigned activities;
11. 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;

12. Dressing 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, distractive or indecent to the extent that it interferes with the learning and educational process;
13. Willfully violating the behavioral expectations for those students riding the school district's buses;
14. Sexting (a combination of sex and texting) - the act of sending sexually explicit messages or photos electronically;
15. Bullying as defined by Nebraska law;
16. Repeated and/or willful violation of the district's acceptable use rules regarding computers or other electronic devices;
17. 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. This provision will be enforced for conduct that occurs off school grounds if it causes or may reasonably be expected to cause a substantial interference with school purposes;
18. Repeated violation of any rules and standards validly established by the Board of Education or school officials if such violations constitute a substantial interference with school purposes;

In addition, a student who engages in the following conduct that 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 shall be expelled for the remainder of the school year in which it took effect. If the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

1. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
2. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

In addition, a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one year. The Superintendent may modify such one-year expulsion requirements on a case-by-case basis, provided that such modification is in writing. The term "to school" or "at school" means 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.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

1. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
2. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
3. A plan for its transportation into and from the school, its storage while in the school building, and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
4. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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

The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his/her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his/her designee shall serve by registered or certified mail or by personal service to the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
 - (b) The penalties to which the student may be subjected and the penalty which the Principal or his or her designee has recommended in the charge.
 - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
 - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.

- (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
 - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
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. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee, shall automatically go into effect.
 6. If a hearing is requested more than 5 school days following the actual receipt of the written notice, but not more than 30 calendar days after actual receipt, the student shall be entitled to a hearing; but the punishment imposed may continue in effect pending final determination.
 7. If a request for hearing is not received within 30 calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
 8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing, and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian may have regarding the nature and conduct of the hearing.
2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, the student, and the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, the student, and the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian, and the legal counsel of the student shall have the right to examine the records, affidavits, and the statements of any witnesses in the possession of the Public School Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative, or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing. The student may testify in his/her own defense in which case he/she shall be subject to cross-examination. However, a student need not testify; and if he/she chooses not to, no conclusion may be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, the student's parents, or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.

10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing; and based upon such report and the facts, shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.

11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student and the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.

12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.

13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than 3 members shall, within 10 school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record; and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The Board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.

14. Final Decision of Board of Education. The final decision of the Board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

DELIVERIES

It is the practice at the Elementary buildings that deliveries of flowers, balloons, etc. for students will be held in the office until the end of the day. No flower/balloon type deliveries for students will be accepted for Valentine's Day. These practices are to minimize classroom disruptions and hurt feelings.

DISCIPLINE

In the classroom, discipline problems will be the responsibility of the teacher. However, discipline problems that continue to disrupt the learning environment may be referred to the Principal. Exclusion from class for a brief time may be necessary in order to provide time for the Principal and teacher to confer with parents in regard to a solution of the problem. A teacher stands in the place of the parent while the pupils are under his/her control and has the same right to command and enforce obedience, which the parent has in the home.

DISMISSAL

Children will not be dismissed from school before dismissal time without direct, phone, or note permission from their parents or an authorized adult. Instruct your child never to leave school with a stranger.

Children who are not waiting for a ride or involved in a supervised activity are to leave the school grounds promptly after dismissal. Children may return to use the playground after 5:00 p.m. on days when school is in session.

DRESS FOR STUDENTS

The school administration and teachers encourage all to dress in a fashion that reflects a style appropriate for a school day or school activity. Students are prohibited from wearing the following attire at school or at school-sponsored events: This list is not inclusive of all items, which may be excluded:

1. Clothing displaying indecent, suggestive or profane writing, pictures or slogans
2. Clothing that advertises or displays alcohol, tobacco or any illegal substance
3. Headgear including hats, bandannas, sweatbands, stocking caps, do-rags, scarves, and visors are prohibited.
4. All shorts/dresses/skirts are to reach to mid-thigh or longer. With the arm hanging at the side and fingers extended, the length of the shorts/dresses/skirts must extend beyond the tip of the longest finger.
5. Hairstyles, which distract from the learning process or the health and safety for either the student or others
6. Any clothing that could cause damage to others or school property
7. Clothing or articles, which are soiled, torn, ragged, or sagging.
8. Costumes of any kind except for those allowed on designated days.
9. Bare "midriff" (belly button) styles, see-through and low cut blouses, halters, tank tops or thin-strapped tops (spaghetti straps)
10. Coats during school hours unless the student has permission from a faculty member
11. Clothing with tears or holes that expose flesh or underclothes

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. Repeated dress code violations may result in additional consequences.

For playing outdoors in wet and snowy weather your child needs snow boots/rubber boots and snow pants. Shoes should be sent with the boots for indoor wear. Be sure boots, mittens, caps, scarves, etc. are labeled with your child's name. If the temperature drops below 15 degrees F with or without wind chill, children will stay indoors.

HEAD LICE

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

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

HEALTH

Nebraska Department of Health and Human Services prescribes a schedule for screenings based on current medical and public health practice. The schedule requires a physical screening by the school nurse for all kindergarten through fourth grade students. The results of the screening will be recorded on their permanent record. Parents will receive a written notice of any defective symptoms found, and are urged to correct them as soon as possible. The school DOES NOT diagnose or treat an illness or injury. Our policies are:

1. First-aid for sudden illness or injury.
2. In the event of a life threatening respiratory emergency, the school will administer medications as directed on any student's Emergency Action Plan. If that plan does not lead to relief of symptoms or there is no plan in place, Epinephrine by EpiPen and albuterol by nebulizer will be administered per standing order, which has been reviewed by a physician and mandated by the State Department of Education. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility by rescue squad at the family's expense.
3. The school's obligation continues until after the emergency has been placed in the care of the family or physician of their choice.
4. Exclusion of children: having a temperature of 100 degrees or more for 24 hours after symptoms have stopped; with a suspicious contagion; symptoms of vomiting, headaches, active head lice; etc.
5. Any pupil with a rash that the school nurse cannot identify must be excluded until the disappearance of the rash and any other symptoms. If the parent has consulted their family physician and he recommended readmission with a written notice to this effect, then admittance is acceptable.
6. Children with cases of chickenpox must be excluded from school until each sore has developed a scab, and they no longer have a fever.

Parents can help the school health program by completing the health appraisal form sent home. You are asked to do this just once during your child's school term, with short forms being sent out each year thereafter, requesting only new information regarding illness, etc., which has occurred during the past school year and summer.

Nebraska State Law requires a physical examination for all children entering school in Nebraska for the first time. This includes all kindergarten students and any transfer students who are coming from another state.

It is necessary to have a telephone number other than your own to call in case of an emergency. Be sure this party is aware that you have given the school their number to call.

Children, who must remain indoors because of health reasons, must bring a note to that effect. The school takes special care in maintaining respect for each child's health and well-being. No child will be sent outside during inclement weather if it in any way would jeopardize his/her health. We ask parents to cooperate by not sending notes asking for their child to remain inside during recess period unless it is an absolute necessity. A note from the doctor may be required of requests for keeping children in from recesses for extended periods of time.

HOMEWORK

The teachers may require homework if it is a requirement of the curriculum or they feel that it will be a benefit to the student. This assignment will be given with the thought of what is best for your child and is designed as an extension of the school instruction, not as busy work. We appreciate any help you may give the child, but doing their homework for them is not helpful. Encouraging them to finish and turn in their homework on time is important. Thank you for teaching them to be responsible.

IMMUNIZATIONS

State law requires students to be immunized against hepatitis B, measles, mumps, rubella, polio, diphtheria, pertussis, tetanus and varicella prior to enrollment in school. Students are required to be immunized against varicella or provide month/year the student had the chickenpox. Proof of immunizations is required. You must either have met immunization requirements for enrollment or be working toward completing requirements as fast as medically possible to be provisionally enrolled or receive an exemption.

The cost of immunizations and any required documentation shall be borne by the parent or guardian, not the Nebraska City Public School district.

LIBRARY

Books may be checked out of the library for two weeks. The student is responsible for any damage to the book and if any book is lost, report cards can be held until restitution is made.

Each elementary school has a library collection, accessible to students and teachers at all times. A library aide is usually on duty or available for assistance.

LOST AND FOUND

The school office will manage all lost and found items turned into the office. Parents and students are encouraged to check in with the office if an item was lost at school. The school is not liable for any items that were brought to school and lost on school grounds. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Pupils are discouraged from bringing costly items or large sums of money to school. Parents are advised to mark children's clothing and possessions.

MEDICATIONS

Please do not send any medication to school with your child unless absolutely necessary. Dosages for medicines should be arranged to be given during non-school hours if possible. If medications must be given during school hours, the medication must be kept in the office. A permission form listing the student's name, the name of the medication, amount of medicine to be given, and the reason for the medication must be filled out and given to the office. For any long-term prescription medications, the form must have a doctor's signature. Forms are available in the office. Over-the-counter medications must be in the original container and age appropriate. Prescription medications must be in the original prescription bottle, labeled with the student's name, name of the medication, dosage, and directions for administering. Parents assume responsibility for monitoring the effects of the medication.

NEBRASKA READS ACT

A student's ability to read is a critical predictor of academic and lifelong success. The Nebraska Reading Improvement Act (Section 79-2601-79-2607) ensures all students are ready for success in and beyond school. Starting in kindergarten, a strong reading policy and research-based programs help students get on track to grade level reading. The Nebraska Reading Improvement Act and the Nebraska READS initiative are designed to give students every opportunity to gain proficiency in early literacy skills that will support the later growth of comprehension skills and analysis of complex text.

To comply with the Nebraska Reads Act, Nebraska City schools will utilize the NWEA Measures of Academic Progress (MAP) assessment to identify students who qualify for the Nebraska Reads Act in grades K-3. The MAP assessment will be given three times during the school year. If a child qualifies based on the state determined scores, parents will be notified and a Individualized Reading Plan (IRiP) will be developed for the child. If a child who previously qualified, scores at or above the state score for two assessments in a row they will be exited from the IRiP.

PARENT/TEACHER CONFERENCES

We are going to request at least two scheduled conferences with you during the 1st and 3rd quarters. Additional conferences may be initiated by either the parent or the teacher at any time. Conferences help the teacher to understand the child and in many cases bring the parents into a closer working relationship with the school.

PARTIES & PARTY INVITATIONS

Various parties may be held each year: This includes: Halloween, Christmas and Valentine's Day. Times will vary and will be determined by the staff in each school.

Please try and arrange for private party invitations to be delivered outside of the school day.

PERSONAL PROPERTY

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

PETS

Please see that dogs and other pets are kept home and not allowed to follow pupils to school. If a child has a special pet he would enjoy showing to his classmates, he may do so if previous arrangements have been made with his teacher and that a parent accompanies the pet to the classroom for a short visit. It has been the school's policy to call the dog pound or police for unclaimed or unidentified pets.

PHOTOGRAPHS

Photographs and videos of students may be used for educational purposes in demonstrations and web pages. Individual students will not be identified in photographs and videos used in educational demonstrations and web pages without parent permission.

PROPERTY DAMAGE OR LOSS

Students will be charged for malicious damage to school property. Fines will be assessed at the end of the school year for lost or damaged books.

REPORT CARDS

Report cards are given out at the end of each quarter.

SEARCHES

All property owned by the Nebraska City Public School District including lockers assigned to students, book bags, and vehicles on property owned by the Nebraska City Public Schools may be inspected by school authorities at any time. Items found as a result of such inspections will be turned over to the building principal.

SCHOOL CLOSING INFORMATION

In all cases of inclement weather or for any other reason that schools are closed, the information will be given over the local radio stations. If school is closed in the middle of the day, schools will be kept open until all children have left. The principal may excuse teachers when they are no longer needed to supervise pupils.

Parents who have baby-sitters should give them the above information and any other information pertaining to school activities.

STAFF QUALIFICATIONS

The No Child Left Behind (NCLB) Act of 2001 gives parents the right to acquire information about the professional qualifications of their child's classroom teachers. Upon request, the Nebraska City Public Schools will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. Parents may also get information about other graduate certification or degrees held by the teacher, and the field of discipline or the certification or degree.

NCPS will also, upon request and in a timely manner, tell parents whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to the administrator of the child's building. The District will also give parents timely notice if the child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB Act.

TELEPHONE CALLS

Students must ask permission of a teacher or the secretary before using the school telephone. Phone calls are to be limited to those of necessity only. Students will not be called out of class for a telephone call unless it is an emergency.

VISITORS

Parents are encouraged to visit school anytime except the first week and the last two weeks of school. For safety reasons, all visitors are required to check in at the Office to receive a Visitor's Badge. If you plan to observe a classroom or other instructional activity please refer to our *classroom visit procedures* on page 5-6.

Section II

CHILD ABUSE AND/OR NEGLECT

The Code of Nebraska requires all school employees to report suspected child abuse or willful neglect. Reporting shall be both written and orally to the Child Abuse Center of the local Department of Public Welfare. If there is reason to believe that immediate protection for the child is advisable, an oral report shall also be made to any appropriate law enforcement agency. Anyone participating in good faith in these procedures shall have immunity from any liability, civil or criminal. Laws providing communication shall not apply in cases of suspected child abuse or neglect. Any school employee who knowingly and willfully fails to report suspected child abuse is guilty of a misdemeanor.

Emergency Operations

Nebraska City School Board is committed to providing all students and staff a safe environment. Emergency Operations teams are in place to: perform threat assessment, provide safety training, and respond in times of crisis.

Threat Assessment: The Emergency Operations 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.

Safety Training: Provide information and training to students and staff including, but not limited to:

Evacuate and Bus Drills - Evacuate and Bus evacuation drills at regular intervals are required by law and are an important safety precaution. It is essential that when the first signal is given everyone obeys orders promptly and clears the building or vehicles by the prescribed route as quickly as possible. The teacher in each classroom or vehicle will give the students instructions.

Lockdown Procedures - A lockdown may be called by the building principal or other designee if he or she has reason to believe that the students and staff may be in danger. In such cases, students and staff will remain in a locked classroom. They must move away from windows and doors. Students and staff must remain quiet at all times. In the event of a lockdown, for their safety, students will not be allowed to leave the building. Parents will not be free to pick up their child during the lockdown. The Nebraska City Police Department will be notified of the school lockdown and required to offer assistance.

Secure Procedures – A lockout may be called by the building principal or other designee if he or she has reason to believe that a threat is possible from outside the building. In such cases, all exterior doors will be locked with no one (including parents and staff) being allowed to enter or exit the building. All classes will proceed as normal within the building.

Shelter Drill- The alarm for an adverse weather drill will be an intercom announcement. Students will proceed to the first floor, and then all boys will use the west stairway to the shower area of the boy's locker room. Girls will use the east stairway to the girl's locker room. At all times during the drill, **THERE WILL BE SILENCE** so as to hear approaching danger and to be able to hear instructions. Once in the locker rooms students must remain quiet until the **"ALL CLEAR"** is sounded. A verbal announcement will send students back to classes.

Crisis: Emergency Operation team members will be available to students and staff in the event of a crisis. Information will be communicated to stakeholders through parent email and/or mass phone call/text.

EVIDENCE OF BIRTH DATE

Upon admission to the Nebraska City Public Schools the parents/legal guardian of any child preschool to grade 12, shall furnish (a) a certified copy of the student's birth certificate issued by the state in which the child was born, or (b) other reliable proof of the child's identify and age, (i.e. naturalization or immigration documents showing date of birth or official hospital birth records) accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. If the parents/legal guardian fails to provide this information, they will receive in writing a statement explaining the need for them to provide this information within thirty days. If the parents/legal guardian fails to comply with this request within 30 days the school shall notify them in writing that they need to comply within 10 days. If compliance is not obtained within that 10-day period, the school shall immediately report the matter to the Nebraska City Police Department for investigation. If the affidavit requested appears inaccurate or suspicious in form or content, this shall be reported immediately to the Nebraska City Police Department.

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Nebraska City Public Schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- o School officials with legitimate educational interest
- o Other schools to which a student is transferring
- o Specified officials for audit or evaluation purposes
- o Appropriate parties in connection with financial aid to a student
- o Organizations conducting certain studies for or on behalf of the school
- o Accrediting organizations
- o To comply with a judicial order or lawfully issued subpoena
- o Appropriate officials in cases of health and safety emergencies
- o State and local authorities, within a juvenile justice system, pursuant to specific State law

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification for Nebraska City Public Schools is accomplished through student handbooks, the district newsletter, in the annual report, and on the district website at <http://www.nebcity.esu6.org>. If you as a parent do not want directory information shared, please submit this request in writing to the building principal by September 1st of each year.

MISSING PERSONS:

A missing person shall mean a person 16 years or younger reported to any law enforcement agency as abducted or lost. Upon notification by the Nebraska State Patrol of a missing student, the school will flag the student's records in such a way that any personnel looking at such birth certificate or record shall be alerted to the fact that that birth certificate or record is of a missing person. Any school requested to forward a copy of a transferred student's record shall not forward such record to the requesting school if the record has been flagged as that of a missing person. The school will notify the Nebraska City Police Department of the request and that the student is a reported missing person.

Any school or person acting on behalf of a school shall be immune from civil and criminal liability for acts or omissions, which occur as a result of the requirements of the Missing Children Identification Act.

PARENT INVOLVEMENT POLICY

The Nebraska City Public Schools, after having conducted a public hearing concerning parental involvement and participation in the school district, determined that it shall be the policy of the Nebraska City Public Schools to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall also be the policy of the Nebraska City Public Schools, in the event that any parent has a complaint or objection concerning any materials to make available personal conferences for the parent and appropriate school personnel to discuss those concerns identified. The district will prepare a complaint form, which may be used by any parent to express objections to particular instructional materials. The complaint forms will seek information including, but not limited to, the specific instructional material that has been identified for the complaint, the reason for the complaint, and a proposed solution for resolving the complaint from the parent's perspective. The Administration will respond in writing to the person filing the complaint with an appropriate response. (Ref. 79-4, 244 [1])

It shall also be the policy of the Nebraska City Public Schools to permit parents, upon a reasonable advance request, to attend and monitor courses, assemblies, counseling sessions, and other activities (such as FBLA, DECA, FFA, etc). (Ref. 79-4, 244 [2])

It shall also be the policy of the Nebraska City Public Schools to encourage communications from parents concerning when a parent believes it to be appropriate for their student to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The school district shall include a provision in the complaint form to receive information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection, and proposed solution for dealing with the objection that would be satisfactory to the parent. (Ref. 79-4, 244[3])

It shall also be the policy of the Nebraska City Public Schools to provide full access to the records of the students to the parent or guardian as set forth in State of Nebraska Law 79-4,157 and the Federal Education Right to Privacy Act during regular business hours of the school or wherever the student's records may regularly be maintained by the district. (Ref. 79-4, 244[4])

It shall also be the policy of the Nebraska City Public Schools to notify, through normal means (i.e. school newsletters), a parent or guardian of any student who will be asked to complete a standard norm referenced or criterion referenced test. Parents will be notified, when it is reasonable to do so, where a sample of these tests might be reviewed and the date upon which the tests will be administered. (Ref. 79-4, 244 [5])

Prior to any school sponsored survey being administered to the students of the district, it shall be the duty of the schools to notify the parent or guardian of each student involved in the survey the nature of the survey, the date and time when the survey will be administered, and the proposed use of the survey results. Any parent, who requests in writing that their student be excused from completing the survey, shall have the request honored. (Ref. 79-4, 244 [6])

It shall also be the policy of the Nebraska City Public Schools to prohibit any diminution in grade, credit, or other deterrent to the student as a result of having been excused from any school experience or school activity because of objections by their parent or guardian under this policy. This policy shall be reviewed, on a periodic basis, by the Education Committee of the Nebraska City Public Schools Board of Education. Policy Approved August 11, 2003.

PHYSICAL EXAM AND VISION EVALUATION

Physical Exam:

*Admission to school requires submission of evidence of a physical examination within six months prior to entrance into the beginner grade (Kindergarten or, if Kindergarten is not attended, the first grade) and in the case of a transfer from out of state, to any grade.

*Evidence of a physical examination is also required within six months prior to entrance in the seventh grade.

Vision Evaluation:

*Admission to school requires submission of evidence of a visual evaluation within six months prior to entrance into the beginner grade (Kindergarten or, if Kindergarten is not attended, the first grade) and in the case of a transfer from out of state, to any grade.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

The cost of the physical examination and vision evaluation shall be borne by the parent or guardian.

RIGHTS OF CUSTODIAL & 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.

SEXUAL HARASSMENT

Sexual harassment will not be tolerated in the Nebraska City Public Schools. Students should report any concerns or questions to a teacher, school counselor, or the administration. The incident will be investigated and appropriate actions may be taken.

SPECIAL EDUCATION SERVICE

The Nebraska City Public Schools provide a service designed to identify children (birth to age 21) who may be at risk for learning and could benefit from special services. Children who display delays in learning, coordination, emotional development, language and speech development, or have physical, visual, or hearing impairments may qualify to receive free assistance if you live in the Nebraska City Public School District.

If your child is found eligible for services, an individual educational program will be developed by you, the parent, with the people who will help you meet your child's special needs. These people can include a teacher, speech pathologist, occupational and physical therapists or others. The program will build on your child's strengths and improve areas of weakness. The program will provide support, encouragement, and assistance for you in working with your child. For more information, contact your school principal.

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 to 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.

STUDENT FEES, MATERIAL REQUIREMENTS AND FINES POLICY

The Board of Education of the Nebraska City Public Schools authorizes the school staff to assess fees, charges or fines to students, as provided by the Public Elementary and Secondary Fee Authorization Act. Student fees authorized by this act include:

- Participation in school sponsored extracurricular activities, which do not count toward graduation.
- Admission fees and transportation charges for spectators attending extracurricular activities.
- Post secondary education costs for tuition and other expenses associated with obtaining credit from a post secondary educational institution.
- Transportation for option enrollment students.
- Reimbursement for school district property lost or damaged by a student.
- Summer school or night school.
- Breakfast and lunch programs.

Students and their parents are expected to provide minor personal or consumable items for specific courses and activities, such as pencils, pens, crayons, colored pencils, scissors, paper, folders, markers, erasers, glue sticks, notebooks, binders, tissues, rulers, calculators, computer disks, book bags, physical education clothing / shoes that conform to the general guideline for student dress and other supplies as needed.

A public hearing on student fees will be held on the proposed fees and other items expected to be furnished by students. The adopted fee policy will be published in the student handbooks.

When a student maintains possession of project course materials upon completion, the student and their parent may provide the materials for that project or pay the school for the consumable materials used for that project.

All money collected from the students will be deposited in the Student Fee Fund. Money will be expended from the Student Fee Fund for the purposes for which the money was collected from students.

The Board recognizes that some students and their families are not financially able to pay the fees or provide the items expected by the school. Fees may be waived for students that qualify for the federal free and reduced lunch program. Applications to have fees waived are available upon request and must be filled out prior to fees being waived. Students qualifying for, but not participating in, the free or reduced lunch program may still submit the student waiver fee.

The board will annually determine the dollar amount to be charged to students or others for fees. It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

TELECOMMUNICATIONS ACCEPTABLE USE POLICY

Nebraska City Public Schools will provide telecommunications access to students and staff for the purpose of enhancing the delivery of educational services and improving the productivity of offices, departments, and other organizations within the district. This access is limited to educational, career, and professional development activities.

The use of this telecommunication access is a privilege, not a right. Inappropriate use may result in limitation or cancellation of such privileges. Actions taken for inappropriate use will be determined by the district's disciplinary codes as well as local, state, and federal laws.

The district will enforce acceptable use regulations by providing for the supervision and regulation of learning activities requiring access to telecommunication systems.

THREAT ASSESSMENT & 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 reports 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 NCPS administration, NCPS staff, and Nebraska City Police Department. Not every team member needs to 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 School Safety Plan.

TITLE IX- Notice of Non-Discrimination

UNIVERSAL SCREENING

The District will conduct various screenings (such as the SAEBRS universal screener) throughout the year to identify students with academic, behavioral, or social-emotional concerns. All District screening tools are norm-referenced and research-based. Any parent/guardian who does not consent to the screening of his/her student must notify the Director of Student Services at the beginning of the school year.

USDA Non-Discrimination Policy

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

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

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

VIDEO and AUDIO RECORDINGS

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules.

An exception will be made to this policy if photographs or audio or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Nebraska City Public Schools

Title 1 School-Parent-Child Compact

This compact outlines how parents, school staff, and the students at Hayward Elementary will share the responsibility for improved academic achievement, and the means by which the school and parents will maintain ongoing communication to build and develop a partnership that will help children achieve the State's high standards.

This school-parent-child compact is in effect during the 2024-2025 school year.

Hayward Staff	Parents	Students
Small group instruction based on student need.	Monitor attendance	Put forth our best effort throughout the school day.
Hold parent-teacher conferences two times a year, during which this compact will be discussed as it relates to the individual child's achievement.	Participating in parent policy and advisory groups, to the extent possible.	Do homework every day and ask for help, when needed.
Provide at least four progress reports during the school year.	Participate in decisions related to our children's education.	Read every day, outside of school time.
Provide parents reasonable access to teachers through flexible appointments.	Promoting positive use of our children's time outside of school.	Give our parents all notices and information received from school each day.
Provide parents opportunities to volunteer and participate in their child's class, and to observe classroom activities.	Make sure homework is complete.	Ask questions if you don't understand something.
Provide high quality curriculum and instruction in a supportive and effective learning environment that enables children to meet the State's student academic achievement standards.	Stay informed about our children's education and communicate with the school by promptly reading all notices from the school and responding, as appropriate.	

Northside Elementary School
Home of the Pioneers
2024-2025

1200 14th Avenue
Phone: 402-874-9193

Nebraska City, NE 68410
Fax: 402-874-9200

Mr. Mark Fritch
Superintendent

Mr. Kris Kaiser
Principal

PRINCIPALS' MESSAGE

Dear Parents/Guardians and Students:

We welcome you and your child(ren) to the Nebraska City Public Schools. The entire staff at Northside Elementary is dedicated to providing a positive student experience.

We have made this handbook so that you and your child may know a little more about the school, and thus feel more at home with us. All references to parents in this handbook are, of course, meant to include all guardians of children in our schools. Throughout the year, additional information will be released through bulletins and other sources. It is hoped that this will be read carefully and referred to as needed.

Please read this booklet with the knowledge that your child has a “home away from home” at our elementary school. It will give you an idea of how we operate Northside and will help us to work together more effectively. Although the information found in this handbook is detailed and specific on many topics, it is not intended to cover every possible situation, and is not a “contract” with the school district.

The administration reserves the right to make decisions about individual situations as necessary. We are just as sincerely interested in your child's success as you are. With your help and cooperation, we hope that we may do the very best job possible. There is no problem that cannot be solved if we all work together.

We wish you and your child a successful year. Thank you for choosing Nebraska City Public Schools.

Sincerely,

Kris Kaiser
Northside Principal

MISSION STATEMENT

Inspiring a culture of excellence that engages all students in lifelong learning.



Statements of Belief:

We believe all students will:

Be safe, respectful, and responsible citizens
Thrive in a culturally diverse environment
Learn through cooperative efforts
Think and solve problems creatively
Become technologically proficient
Develop visionary thinking
Be life-long learners

Academic Goal: All students will increase Reading skills across content areas.
Behavior Goal: All Students will Be Safe, Be Respectful, and Be Responsible!

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INTENT OF HANDBOOK

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the following Section 504 Coordinator: Mr Jason Hippen at 402-873-6033, jhippen@nebcityps.org or in person at Central Office. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the following Title IX Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, or in person at Central Office. The School District’s specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link:

Students who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the following Title VI Coordinator: Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 W.14th ave. Nebraska City, Ne 68410 or in person at school.

Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact the Title IX coordinator at 402-873-6033, or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

For additional prohibited discrimination and related information, please review school district Policy 3057 - Nondiscrimination.

Aviso de no discriminación

Este distrito escolar no discrimina por motivos de raza, color, religión, origen nacional, sexo, estado civil, discapacidad o edad o en la admisión o acceso a, o tratamiento de empleo, en sus programas educativos y actividades y proporciona igual acceso a los niños exploradores (boy scouts) y otros grupos juveniles designados. Cualquier persona que tenga preguntas sobre el cumplimiento de este distrito escolar con los reglamentos que implementan el Título VI, el Título IX o Sección 504 está dirigida a contactar el Mr. Scot Davis por escrito al 306 S. 14th St., Nebraska City, NE 68410 o por teléfono al (402) 873-6641. Para asistencia adicional, también puede contactar (La Oficina de Derechos Civiles, Oficina de la Ciudad de Kansas) Office for Civil Rights (Kansas City Office), U.S. Department of Education 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114-3302, Teléfono: (816) 268-0550, Fax (816) 823-1404 TDD: 877-521-2172, Correo Electrónico al OCR.KansasCity@ed.gov. También vea la sección de “Discriminación y acoso” a continuación.

ATTENDANCE POLICIES

Nebraska City Public Schools complies with the Nebraska Compulsory Education Law.

Pupils are expected to be in attendance everyday that school is in session. Good attendance is one of the best indicators of future success in school. If a child is not present in school he/she is counted absent regardless of the reason for the absence.

The parents of any student, who is absent four (4) days from school for any reason, will receive a letter from the principal. A second letter will be sent home at eight (8) absences and every four (4) absences thereafter. Parents of students who are absent ten (10) days in a semester may be requested to conference with the building principal. The purpose of the conference is to develop a plan to improve attendance.

A letter may be sent to the county attorney if absences exceed twenty (20) days cumulative. Building administrators will take documented medical issues and family crises into consideration.

ABSENCES AND TARDINESS

Parents/Guardians should notify the elementary school office on the morning of a child’s absence before 8:30 a.m. If you have not made contact by 8:30 a.m., the school will attempt to make contact with you. It is important that we confirm the whereabouts of your child.

It is essential that students arrive at school on time and stay for the entire day. Valuable information may be missed if they arrive late or leave early. Students are to be in their classrooms at the start of the day and are expected to remain the entire school day.

If tardies become excessive (4 in a quarter) a letter the building principal may call the parents in order to develop a plan to correct the issue.

Students are considered tardy if they arrive at school five minutes after school has started.

A Student who arrives after **9:45 a.m.** or leaves before **1:45 p.m.** and does not return to school will be marked a ½ day absent. Appointments that cause a student to miss more than an 1 ½ hours during the school day will also be counted as a ½ day absent.

ACCIDENTS

The School (School District) shall not be responsible for any medical costs incurred by any student who is injured while attending School, any class, any School function, on the premises of the School or at any off premises location at any activity authorized or sanctioned by the School (School District).

ADDRESS CHANGE

Parents should notify the office immediately of any change in address, phone number or family doctor. All unlisted numbers will be kept confidential.

All new students or transfers should contact the school principal as soon as possible. If transfer is known in advance, we would appreciate early notice.

ARRIVAL AT SCHOOL

Children are not to arrive on school grounds earlier than 20 minutes before school begins unless riding the bus. No adult supervision is provided before then. Children get cold and discipline problems arise when students arrive too early before school starts. If consistently arriving at school prior to the time supervision is provided administrators may contact parents about this situation.

BELL SCHEDULES

Northside

Supervision Begins7:50
Morning Bell.....8:10
Tardy Bell.....8:15
Dismissal Bell.....3:20

Hayward

Supervision Begins7:50
Morning Bell.....8:10
Tardy Bell.....8:20
Dismissal Bell.....3:20

BICYCLES

Students are to park their bikes in the appropriate bike racks or where designated. Students are advised but not required to keep their bicycles locked. Under no circumstances is any student to borrow or tamper with a bicycle that is not their own. Once a bicycle is parked in the morning it should not be ridden until school is dismissed.

BIRTH CERTIFICATES

Board Policy requires that all new enrolling students must show a certified birth certificate. A copy will be made for school files and the original will be returned to the parent or guardian. If there are any questions, the school principal should be consulted.

BULLYING

Nebraska City Public Schools strives to maintain a positive educational atmosphere for students. The school district recognizes the negative impact that bullying has on student health, welfare, safety, and the school’s learning environment. Bullying is defined as an ongoing pattern of physical, verbal, or electronic abuse on school grounds or at school sponsored activities. Nebraska City Public Schools have adopted strategies and practices to reinforce positive behaviors and to discourage inappropriate behaviors. Behaviors defined as bullying will result in disciplinary action as deemed appropriate by the school administrator.

BUS TRANSPORTATION

Bus transportation is provided between the elementary buildings, and for rural students. Residential students wishing to ride the bus should go to the Northside or Hayward buildings by 7:40 a.m. A bus will take them to their school. A bus will also return them to their neighborhood school at the end of the day. Union and rural students will work out their schedules with the transportation department.

BUS RULES

In the interest of safety, students riding in a bus will be expected to listen to the bus driver and follow all bus rules. It is a privilege, not a right, for students to ride the bus. The administration reserves the right to suspend bus-riding privileges at any time regardless of the number of violations committed. The bus driver does not administer the below actions, the school administration does. Direct all questions to the transportation supervisor and/or school administration.

Basic Rules- (Not intended to cover all situations)

Obey bus driver	Sit down
No profanity	Face the front
No bullying	No fighting or play fighting
Keep hands & objects inside the bus	Don’t throw objects inside or outside of bus

1st - Violation: the driver will give a verbal warning. If the behavior continues the bus driver, transportation supervisor or elementary principal will fill out a bus referral form. This report will be given to the elementary principal who will notify the parents. Additional consequences may be given at this time.

2nd - Violation: same as above, except that privileges of riding the bus will be suspended for 1 week (5 school days).

3rd - Violation: same as #1, except that privileges of riding the bus will be suspended for 2 weeks (10 school days).

4th - Violation: same as #1, except that privileges of riding the bus may be suspended for the rest of the semester.

CELL PHONES

Students are required to shut off their cell phones and put them in their backpack or locker during school hours. If students violate this rule their cell phones will be taken and held in the principal's office until the end of the school day.

1st - Violation: Cell phone will be returned to the student at the end of the school day and parents will be notified.

2nd- Violation: Cell phone will only be returned to parent or guardian.

3rd- Violation: Cell phone will only be returned to parent or guardian. The Principal may assign additional consequences.

CLASSROOM VISIT PROCEDURES

To assure a successful school observation, teachers and administrators ask visitors to follow these guidelines:

1. Parents/guardians are invited to make appointments with the building principal to visit classes and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity.
2. All observation sessions will be planned in advance so as not to create conflict with the teacher and student schedule. Therefore, arrangements must be made prior to the day of the classroom visit or observation. The principal will limit the duration of any observation to 60 minutes in order to avoid distraction or disruption to the teacher's schedule and classroom atmosphere. Additional observation time will not be permitted absent unusual circumstances, in the sole discretion of the building principal. No parent may observe or visit a classroom during an assessment.
3. The principal reserves the right to decline the request for classroom observation if it is determined that such an observation would cause undue disruption in the educational process.
4. For security reasons, visitors are required to sign in at the school office, to receive a visitor's badge, and indicate the name of the teacher or destination before proceeding to contact any other person in the building or on the school grounds. All visitors are asked to sign out when leaving the building.
5. To protect the learning environment, the parent/guardian should be the only visitor in the classroom during the observation. An observer, other than the parent/guardian, must be approved by the principal and have written consent from the parent/guardian describing the reason for the visit and/or observation. Out of respect for the teaching environment, parents/guardians are asked not to bring younger siblings or children while observing in the classroom or to utilize any electronic equipment such as cell phones while in the classroom. Observers should not disrupt the learning environment by engaging students or the teacher in conversation. A follow-up meeting may be scheduled as needed to answer questions or concerns.
6. During the observation, the principal or his/her designee may be present in the observed setting in order to accommodate follow-up discussion or clarify questions that may arise.

*All aspects of individual student confidentiality must be preserved and respected.

COMPLAINT PROCEDURE

Good communication helps to resolve many misunderstandings and disagreements, and the board encourages patrons and school staff to discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, a complainant should follow the procedures set forth below:

1. The first step is for the complainant to speak directly to the person with whom he or she is dissatisfied, or to who is responsible for the practice or regulation with which he or she is dissatisfied. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher.
2. The second step is for the complainant to speak to the building principal, 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 to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted to the president of the board of education.
3. When a complainant submits a complaint to an administrator, the administrator shall:
 - a) Determine whether the complainant has discussed the matter with the staff member involved.

- 1) If the complainant has not, the administrator will urge the complainant to discuss the matter directly with that staff member.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator 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.
4. A complainant who is not satisfied with the building principal's decision regarding a complaint may appeal the decision to the superintendent.
- a) This appeal must be in writing.
 - b) The superintendent will investigate, as he or she deems appropriate.
 - c) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision.
5. A complainant who is not satisfied with the superintendent's decision regarding a complaint may appeal the decision to the board.
- a) This appeal must be in writing.
 - b) The board may, but is not required to, receive statements from interested parties and witnesses relevant to the complaint appeal.
 - c) The board will notify the complainant in writing of its decision.
 - d) 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:
- 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.
 - 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 refer the matter to the board of education for consideration at a regular or special meeting.

CODE OF CONDUCT / STUDENT DISCIPLINE

Board of Education Discipline Policy:

The Board of Education considers the safety of district students, personnel, and visitors of primary importance. Behavior and attitudes are attributing factors leading to the overall safety within the school. The Board has outlined minimum standards of behavior in a Code of Conduct; this code should be the foundation from which all disciplinary actions are based. To be effective it is imperative that the Code of Conduct be consistently administered on all levels.

The Board of Education may authorize the emergency exclusion, short-term or long-term suspension, expulsion, or mandatory reassignment of any student from school for conduct prohibited by the Code of Conduct, the board's rules, or standards as established by LB 503 (1976) as amended by LB 1250 (1994) if such action complies with the procedures required by this act.

Further, the Gun Free Schools Act and LB 658 requires the expulsion from school for a period of not less than one year of any student who is determined to have knowingly and intentionally possessed, used, or transmitted a firearm on school grounds, in a school owned vehicle being used for a school purpose, or at a school sponsored activity or athletic event.

Administrative regulations shall be set forth regarding this policy and the Code of Conduct. Each building shall develop action plans to implement and enforce these administrative regulations in a fair and consistent manner. The Superintendent shall report student expulsions or staff removals for cause to the Board President, at his earliest convenience after the discipline has been taken. At the Presidents and/or Superintendent's discretion other board members will be notified.

I WILL - Be Safe / Be Respectful / Be Responsible

Treating others with dignity and respect is the responsibility of students, faculty, staff, administrators, board members, parents, and guests involved in or visiting the Nebraska City Public Schools.

Definition of Discipline

An ongoing process designed to teach, model, and use appropriate strategies to promote the behaviors necessary to ensure a safe and productive learning environment by changing unacceptable behavior to acceptable behavior.

Belief Statements

1. Teaching and learning of the intended curriculum for all students is the highest priority. Therefore, the misbehavior of one student -
 - a) will not be allowed to interfere with the learning opportunities of another student,
 - b) will not be allowed to interfere with the teacher's responsibility to teach all students, and
 - c) will not excuse the misbehaving student from also successfully completing the learning objectives.

2. Changing behavior takes time.
3. Discipline is a part of the daily routine--not a disruption.
4. Self-discipline is the expected outcome.
5. Every discipline situation is an opportunity to teach expected behavior.
6. Teaching and modeling appropriate behavior, along with implementing consequences for inappropriate behavior, is the best way to help change unacceptable behaviors to acceptable behaviors.
7. Expected behaviors must be communicated, taught, and modeled on a daily basis throughout the school year.
8. Punishment by itself cannot change behaviors.
9. In handling unacceptable behaviors, the focus will be on judging the behavior of a student, not on judging the student.
10. Staff members will not respond to misbehavior as if it were a personal attack on them.
11. Staff will show respect to students and parents at all times, regardless of the students' and parents' behavior.
12. Parents have a responsibility to ensure their children's behaviors do not take away from a safe and productive learning environment for others.
13. Staff will handle all discipline situations in a professional manner.

Discipline Expectations

1. Students and staff will demonstrate self-respect, respect for others, and respect for all things in their environment.
2. A safe and productive learning environment will be maintained for all individuals at school and at school-related activities.
3. Conflicts will be handled without the use of violence or threats of violence and with respect for the rights of all.
4. Staff and students will be expected to be on task at all times while in the classroom or at other learning activities.
5. Staff will provide learning opportunities for misbehaving students with support from parents and guardians.
6. Staff, students, and parents will assist misbehaving students to change their unacceptable behavior to acceptable behavior.

General Discipline Philosophy

The school district has the authority to discipline students who behave inappropriately on the way to school while using district transportation, at school, during lunch, on the way home while using district transportation, and at all school activities (home and away or any time while on school or district property).

1. The school district's discipline is guided by the following principles:
2. The school district's discipline policy is intended to ensure that students take responsibility for their behavior.
3. Behavior expectations and the consequences for failing to meet those expectations will be clearly communicated to all students and their parents.
4. The severity of consequences for violating behavior expectations will generally be progressive in nature. That is, sanctions will increase with each instance of misconduct; however, each instance will be assessed on its own facts, and sanctions will be imposed based on the severity of the misconduct.
5. Parents play a vital role in supporting and reinforcing the school district's expectations of their students.
6. Behavior expectations apply to all students; consequences are enforced consistently without regard to a student's academic record or achievement.

Extracurricular activities including athletics, cheerleading, band, chorus, and club activities, are governed by the Student Activity Handbook. Students who are involved in extracurricular activities may face consequences related to the activity in addition to the consequences discussed in this handbook.

The school district reserves the right to refer to the appropriate non-school agency any act or conduct of its students which may constitute a crime under federal, state, county, or local law. The administration will cooperate with these agencies in their investigations.

Levels of Unacceptable Behavior

LEVEL ONE: Productive Personal Environment -- Behaviors that occur in the classroom and affect only the learning of the misbehaving student.

Minimum consequence: Teacher making eye contact with student

Maximum consequence: Detention

LEVEL TWO: Productive Classroom Environment -- Behaviors that occur in the classroom and interfere with the learning of others.

Minimum consequence: Teacher making eye contact with student

Maximum consequence: In-School Suspension

LEVEL THREE: Orderly Environment -- Behaviors that occur that are not intended to cause physical harm to another individual, are not illegal, but do negatively affect an orderly environment.

Minimum consequences: teacher making eye contact with student

Maximum consequences: short-term suspension

LEVEL FOUR: Safe Environment -- Behaviors that are intended to cause another individual physical harm and/or are illegal.

Minimum consequences: one day out-of-school suspension

Maximum consequences: one year out of school

Examples of Unacceptable Behaviors

LEVEL ONE: incomplete work, sleeping, inattentiveness, loitering, wearing hats in building

LEVEL TWO: leaving the room without permission, inappropriate movements, disruption of environment (noises, faces, improper attire etc.), talking without permission, failure to abide by classroom rules

LEVEL THREE: petty theft, derogatory remarks, improper language, elementary grade fighting, racial remarks, disrespect, destruction of property, noncompliance, intimidation, public displays of affection, going to parking lot or leaving the campus without permission, any other words or actions that would negatively affect an orderly environment.

LEVEL FOUR: weapons, arson, bomb threats, sexual harassment, felony theft, drugs or look-a-likes, tobacco, alcohol, physical assault (fighting), bodily harm or threatening bodily harm, lewdness, engaging in any other activity forbidden by the laws of Nebraska which constitutes a danger to others or substantially interferes with school purposes.

Forms of School Discipline

Administrative and teaching personnel may take actions regarding student behavior 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. The actions may also include in-school suspensions during the day or mandatory attendance at Saturday school. When in-school suspensions, after-school assignments, Saturday School or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures; and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

In-School Suspension

The building administrator may require a student to serve in-school suspension. Students will be required to serve suspension at a designated location where they will study and participate in campus clean up. There will be zero tolerance for behavior problems from students placed in in-school suspension. Students not completing their In-School Suspension will face further disciplinary action.

Short-Term Suspension

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

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

The following process will apply to short-term suspensions:

1. The Principal or the Principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he/she is accused of having done, an explanation of the evidence the authorities have, and an opportunity to explain his/her version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. The student and his/her parent or guardian will be given the opportunity to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

Long-Term Suspension

The Principal or the Principal's designee may exclude a student from school or any school function for a period of 6 to 19 school days (long-term suspension) based on conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Expulsion

1. **Meaning of Expulsion.** Expulsion shall mean 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 10 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 10 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 a 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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned, the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district; and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The Principal or the Principal's designee shall make the determination whether or not the student's participation and conduct has been satisfactory.

4. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than 19 years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may, with proper consent upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

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

The following student conduct shall constitute 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;
6. Possessing, using, selling, or dispensing alcohol, tobacco, narcotics, drugs, inhalants, or being under the influence of any of the above; possessing drug paraphernalia; or engaging in the selling, using, possessing, or dispensing of a controlled substance or an imitation controlled substance, as defined in section 28-401. (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;
8. Sexually assaulting or attempting to sexually assault any person. In addition, 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, the student is subject to suspension, expulsion, or mandatory reassignment regardless of where the conduct took place. For purposes of this subdivision, sexual assault shall mean sexual assault in the first degree and sexual assault in the second degree as defined in sections 28-319 and 28-320, as such sections now provide or may hereafter from time to time be amended;
9. Truancy or failure to attend assigned classes or assigned activities;
10. Tardiness to school, assigned classes or assigned activities;
11. 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;

12. Dressing 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, distractive or indecent to the extent that it interferes with the learning and educational process;
13. Willfully violating the behavioral expectations for those students riding the school district's buses;
14. Sexting (a combination of sex and texting) - the act of sending sexually explicit messages or photos electronically;
15. Bullying as defined by Nebraska law;
16. Repeated and/or willful violation of the district's acceptable use rules regarding computers or other electronic devices;
17. 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. This provision will be enforced for conduct that occurs off school grounds if it causes or may reasonably be expected to cause a substantial interference with school purposes;
18. Repeated violation of any rules and standards validly established by the Board of Education or school officials if such violations constitute a substantial interference with school purposes;

In addition, a student who engages in the following conduct that 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 shall be expelled for the remainder of the school year in which it took effect. If the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

1. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
2. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

In addition, a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one year. The Superintendent may modify such one-year expulsion requirements on a case-by-case basis, provided that such modification is in writing. The term "to school" or "at school" means 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.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

1. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
2. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
3. A plan for its transportation into and from the school, its storage while in the school building, and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
4. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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

The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his/her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his/her designee shall serve by registered or certified mail or by personal service to the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
 - (b) The penalties to which the student may be subjected and the penalty which the Principal or his or her designee has recommended in the charge.
 - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
 - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.

- (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
 - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
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. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee, shall automatically go into effect.
 6. If a hearing is requested more than 5 school days following the actual receipt of the written notice, but not more than 30 calendar days after actual receipt, the student shall be entitled to a hearing; but the punishment imposed may continue in effect pending final determination.
 7. If a request for hearing is not received within 30 calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
 8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing, and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian may have regarding the nature and conduct of the hearing.
2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, the student, and the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, the student, and the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian, and the legal counsel of the student shall have the right to examine the records, affidavits, and the statements of any witnesses in the possession of the Public School Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative, or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing. The student may testify in his/her own defense in which case he/she shall be subject to cross-examination. However, a student need not testify; and if he/she chooses not to, no conclusion may be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, the student's parents, or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.

10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing; and based upon such report and the facts, shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.

11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student and the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.

12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.

13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than 3 members shall, within 10 school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record; and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The Board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.

14. Final Decision of Board of Education. The final decision of the Board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

DELIVERIES

It is the practice at the Elementary buildings that deliveries of flowers, balloons, etc. for students will be held in the office until the end of the day. No flower/balloon type deliveries for students will be accepted for Valentine's Day. These practices are to minimize classroom disruptions and hurt feelings.

DISCIPLINE

In the classroom, discipline problems will be the responsibility of the teacher. However, discipline problems that continue to disrupt the learning environment may be referred to the Principal. Exclusion from class for a brief time may be necessary in order to provide time for the Principal and teacher to confer with parents in regard to a solution of the problem. A teacher stands in the place of the parent while the pupils are under his/her control and has the same right to command and enforce obedience, which the parent has in the home.

DISMISSAL

Children will not be dismissed from school before dismissal time without direct, phone, or note permission from their parents or an authorized adult. Instruct your child never to leave school with a stranger.

Children who are not waiting for a ride or involved in a supervised activity are to leave the school grounds promptly after dismissal. Children may return to use the playground after 5:00 p.m. on days when school is in session.

DRESS FOR STUDENTS

The school administration and teachers encourage all to dress in a fashion that reflects a style appropriate for a school day or school activity. Students are prohibited from wearing the following attire at school or at school-sponsored events: This list is not inclusive of all items, which may be excluded:

1. Clothing displaying indecent, suggestive or profane writing, pictures or slogans
2. Clothing that advertises or displays alcohol, tobacco or any illegal substance
3. Headgear including hats, bandannas, sweatbands, stocking caps, do-rags, scarves, and visors are prohibited.
4. All shorts/dresses/skirts are to reach to mid-thigh or longer. With the arm hanging at the side and fingers extended, the length of the shorts/dresses/skirts must extend beyond the tip of the longest finger.
5. Hairstyles, which distract from the learning process or the health and safety for either the student or others
6. Any clothing that could cause damage to others or school property
7. Clothing or articles, which are soiled, torn, ragged, or sagging.
8. Costumes of any kind except for those allowed on designated days.
9. Bare "midriff" (belly button) styles, see-through and low cut blouses, halters, tank tops or thin-strapped tops (spaghetti straps)
10. Coats during school hours unless the student has permission from a faculty member
11. Clothing with tears or holes that expose flesh or underclothes

Students who violate dress code guidelines will be required to correct the violation by changing into something appropriate at school or returning home to change. Repeated dress code violations may result in additional consequences.

For playing outdoors in wet and snowy weather your child needs snow boots/rubber boots and snow pants. Shoes should be sent with the boots for indoor wear. Be sure boots, mittens, caps, scarves, etc. are labeled with your child's name. If the temperature drops below 15 degrees F with or without wind chill, children will stay indoors.

HEAD LICE

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

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

HEALTH

Nebraska Department of Health and Human Services prescribes a schedule for screenings based on current medical and public health practice. The schedule requires a physical screening by the school nurse for all kindergarten through fourth grade students. The results of the screening will be recorded on their permanent record. Parents will receive a written notice of any defective symptoms found, and are urged to correct them as soon as possible. The school DOES NOT diagnose or treat an illness or injury. Our policies are:

1. First-aid for sudden illness or injury.
2. In the event of a life threatening respiratory emergency, the school will administer medications as directed on any student's Emergency Action Plan. If that plan does not lead to relief of symptoms or there is no plan in place, Epinephrine by EpiPen and albuterol by nebulizer will be administered per standing order, which has been reviewed by a physician and mandated by the State Department of Education. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility by rescue squad at the family's expense.
3. The school's obligation continues until after the emergency has been placed in the care of the family or physician of their choice.
4. Exclusion of children: having a temperature of 100 degrees or more for 24 hours after symptoms have stopped; with a suspicious contagion; symptoms of vomiting, headaches, active head lice; etc.
5. Any pupil with a rash that the school nurse cannot identify must be excluded until the disappearance of the rash and any other symptoms. If the parent has consulted their family physician and he recommended readmission with a written notice to this effect, then admittance is acceptable.
6. Children with cases of chickenpox must be excluded from school until each sore has developed a scab, and they no longer have a fever.

Parents can help the school health program by completing the health appraisal form sent home. You are asked to do this just once during your child's school term, with short forms being sent out each year thereafter, requesting only new information regarding illness, etc., which has occurred during the past school year and summer.

Nebraska State Law requires a physical examination for all children entering school in Nebraska for the first time. This includes all kindergarten students and any transfer students who are coming from another state.

It is necessary to have a telephone number other than your own to call in case of an emergency. Be sure this party is aware that you have given the school their number to call.

Children, who must remain indoors because of health reasons, must bring a note to that effect. The school takes special care in maintaining respect for each child's health and well-being. No child will be sent outside during inclement weather if it in any way would jeopardize his/her health. We ask parents to cooperate by not sending notes asking for their child to remain inside during recess period unless it is an absolute necessity. A note from the doctor may be required of requests for keeping children in from recesses for extended periods of time.

HOMEWORK

The teachers may require homework if it is a requirement of the curriculum or they feel that it will be a benefit to the student. This assignment will be given with the thought of what is best for your child and is designed as an extension of the school instruction, not as busy work. We appreciate any help you may give the child, but doing their homework for them is not helpful. Encouraging them to finish and turn in their homework on time is important. Thank you for teaching them to be responsible.

IMMUNIZATIONS

State law requires students to be immunized against hepatitis B, measles, mumps, rubella, polio, diphtheria, pertussis, tetanus and varicella prior to enrollment in school. Students are required to be immunized against varicella or provide month/year the student had the chickenpox. Proof of immunizations is required. You must either have met immunization requirements for enrollment or be working toward completing requirements as fast as medically possible to be provisionally enrolled or receive an exemption.

The cost of immunizations and any required documentation shall be borne by the parent or guardian, not the Nebraska City Public School district.

LIBRARY

Books may be checked out of the library for two weeks. The student is responsible for any damage to the book and if any book is lost, report cards can be held until restitution is made.

Each elementary school has a library collection, accessible to students and teachers at all times. A library aide is usually on duty or available for assistance.

LOST AND FOUND

The school office will manage all lost and found items turned into the office. Parents and students are encouraged to check in with the office if an item was lost at school. The school is not liable for any items that were brought to school and lost on school grounds. Unclaimed articles will be donated to a local charity or otherwise disposed of at the conclusion of each semester.

Pupils are discouraged from bringing costly items or large sums of money to school. Parents are advised to mark children's clothing and possessions.

MEDICATIONS

Please do not send any medication to school with your child unless absolutely necessary. Dosages for medicines should be arranged to be given during non-school hours if possible. If medications must be given during school hours, the medication must be kept in the office. A permission form listing the student's name, the name of the medication, amount of medicine to be given, and the reason for the medication must be filled out and given to the office. For any long-term prescription medications, the form must have a doctor's signature. Forms are available in the office. Over-the-counter medications must be in the original container and age appropriate. Prescription medications must be in the original prescription bottle, labeled with the student's name, name of the medication, dosage, and directions for administering. Parents assume responsibility for monitoring the effects of the medication.

NEBRASKA READS ACT

A student's ability to read is a critical predictor of academic and lifelong success. The Nebraska Reading Improvement Act (Section 79-2601-79-2607) ensures all students are ready for success in and beyond school. Starting in kindergarten, a strong reading policy and research-based programs help students get on track to grade level reading. The Nebraska Reading Improvement Act and the Nebraska READS initiative are designed to give students every opportunity to gain proficiency in early literacy skills that will support the later growth of comprehension skills and analysis of complex text.

To comply with the Nebraska Reads Act, Nebraska City schools will utilize the NWEA Measures of Academic Progress (MAP) assessment to identify students who qualify for the Nebraska Reads Act in grades K-3. The MAP assessment will be given three times during the school year. If a child qualifies based on the state determined scores, parents will be notified and a Individualized Reading Plan (IRiP) will be developed for the child. If a child who previously qualified, scores at or above the state score for two assessments in a row they will be exited from the IRiP.

PARENT/TEACHER CONFERENCES

We are going to request at least two scheduled conferences with you during the 1st and 3rd quarters. Additional conferences may be initiated by either the parent or the teacher at any time. Conferences help the teacher to understand the child and in many cases bring the parents into a closer working relationship with the school.

PARTIES & PARTY INVITATIONS

Various parties may be held each year: This includes: Halloween, Christmas and Valentine's Day. Times will vary and will be determined by the staff in each school.

Please try and arrange for private party invitations to be delivered outside of the school day.

PERSONAL PROPERTY

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

PETS

Please see that dogs and other pets are kept home and not allowed to follow pupils to school. If a child has a special pet he would enjoy showing to his classmates, he may do so if previous arrangements have been made with his teacher and that a parent accompanies the pet to the classroom for a short visit. It has been the school's policy to call the dog pound or police for unclaimed or unidentified pets.

PHOTOGRAPHS

Photographs and videos of students may be used for educational purposes in demonstrations and web pages. Individual students will not be identified in photographs and videos used in educational demonstrations and web pages without parent permission.

PROPERTY DAMAGE OR LOSS

Students will be charged for malicious damage to school property. Fines will be assessed at the end of the school year for lost or damaged books.

REPORT CARDS

Report cards are given out at the end of each quarter.

SEARCHES

All property owned by the Nebraska City Public School District including lockers assigned to students, book bags, and vehicles on property owned by the Nebraska City Public Schools may be inspected by school authorities at any time. Items found as a result of such inspections will be turned over to the building principal.

SCHOOL CLOSING INFORMATION

In all cases of inclement weather or for any other reason that schools are closed, the information will be given over the local radio stations. If school is closed in the middle of the day, schools will be kept open until all children have left. The principal may excuse teachers when they are no longer needed to supervise pupils.

Parents who have baby-sitters should give them the above information and any other information pertaining to school activities.

STAFF QUALIFICATIONS

The No Child Left Behind (NCLB) Act of 2001 gives parents the right to acquire information about the professional qualifications of their child's classroom teachers. Upon request, the Nebraska City Public Schools will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. Parents may also get information about other graduate certification or degrees held by the teacher, and the field of discipline or the certification or degree.

NCPS will also, upon request and in a timely manner, tell parents whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to the administrator of the child's building. The District will also give parents timely notice if the child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB Act.

TELEPHONE CALLS

Students must ask permission of a teacher or the secretary before using the school telephone. Phone calls are to be limited to those of necessity only. Students will not be called out of class for a telephone call unless it is an emergency.

VISITORS

Parents are encouraged to visit school anytime except the first week and the last two weeks of school. For safety reasons, all visitors are required to check in at the Office to receive a Visitor's Badge. If you plan to observe a classroom or other instructional activity please refer to our *classroom visit procedures* on page 5-6.

Section II

CHILD ABUSE AND/OR NEGLECT

The Code of Nebraska requires all school employees to report suspected child abuse or willful neglect. Reporting shall be both written and orally to the Child Abuse Center of the local Department of Public Welfare. If there is reason to believe that immediate protection for the child is advisable, an oral report shall also be made to any appropriate law enforcement agency. Anyone participating in good faith in these procedures shall have immunity from any liability, civil or criminal. Laws providing communication shall not apply in cases of suspected child abuse or neglect. Any school employee who knowingly and willfully fails to report suspected child abuse is guilty of a misdemeanor.

Emergency Operations

Nebraska City School Board is committed to providing all students and staff a safe environment. Emergency Operations teams are in place to: perform threat assessment, provide safety training, and respond in times of crisis.

Threat Assessment: The Emergency Operations 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.

Safety Training: Provide information and training to students and staff including, but not limited to:

Evacuate and Bus Drills - Evacuate and Bus evacuation drills at regular intervals are required by law and are an important safety precaution. It is essential that when the first signal is given everyone obeys orders promptly and clears the building or vehicles by the prescribed route as quickly as possible. The teacher in each classroom or vehicle will give the students instructions.

Lockdown Procedures - A lockdown may be called by the building principal or other designee if he or she has reason to believe that the students and staff may be in danger. In such cases, students and staff will remain in a locked classroom. They must move away from windows and doors. Students and staff must remain quiet at all times. In the event of a lockdown, for their safety, students will not be allowed to leave the building. Parents will not be free to pick up their child during the lockdown. The Nebraska City Police Department will be notified of the school lockdown and required to offer assistance.

Secure Procedures – A lockout may be called by the building principal or other designee if he or she has reason to believe that a threat is possible from outside the building. In such cases, all exterior doors will be locked with no one (including parents and staff) being allowed to enter or exit the building. All classes will proceed as normal within the building.

Shelter Drill- The alarm for an adverse weather drill will be an intercom announcement. Students will proceed to the first floor, and then all boys will use the west stairway to the shower area of the boy's locker room. Girls will use the east stairway to the girl's locker room. At all times during the drill, **THERE WILL BE SILENCE** so as to hear approaching danger and to be able to hear instructions. Once in the locker rooms students must remain quiet until the "**ALL CLEAR**" is sounded. A verbal announcement will send students back to classes.

Crisis: Emergency Operation team members will be available to students and staff in the event of a crisis. Information will be communicated to stakeholders through parent email and/or mass phone call/text.

EVIDENCE OF BIRTH DATE

Upon admission to the Nebraska City Public Schools the parents/legal guardian of any child preschool to grade 12, shall furnish (a) a certified copy of the student's birth certificate issued by the state in which the child was born, or (b) other reliable proof of the child's identify and age, (i.e. naturalization or immigration documents showing date of birth or official hospital birth records) accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. If the parents/legal guardian fails to provide this information, they will receive in writing a statement explaining the need for them to provide this information within thirty days. If the parents/legal guardian fails to comply with this request within 30 days the school shall notify them in writing that they need to comply within 10 days. If compliance is not obtained within that 10-day period, the school shall immediately report the matter to the Nebraska City Police Department for investigation. If the affidavit requested appears inaccurate or suspicious in form or content, this shall be reported immediately to the Nebraska City Police Department.

FAMILY EDUCATIONAL RIGHTS & PRIVACY ACT (FERPA)

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education. Nebraska City Public Schools must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):

- o School officials with legitimate educational interest
- o Other schools to which a student is transferring
- o Specified officials for audit or evaluation purposes
- o Appropriate parties in connection with financial aid to a student
- o Organizations conducting certain studies for or on behalf of the school
- o Accrediting organizations
- o To comply with a judicial order or lawfully issued subpoena
- o Appropriate officials in cases of health and safety emergencies
- o State and local authorities, within a juvenile justice system, pursuant to specific State law

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification for Nebraska City Public Schools is accomplished through student handbooks, the district newsletter, in the annual report, and on the district website at <http://www.nebcity.esu6.org>. If you as a parent do not want directory information shared, please submit this request in writing to the building principal by September 1st of each year.

MISSING PERSONS:

A missing person shall mean a person 16 years or younger reported to any law enforcement agency as abducted or lost. Upon notification by the Nebraska State Patrol of a missing student, the school will flag the student's records in such a way that any personnel looking at such birth certificate or record shall be alerted to the fact that that birth certificate or record is of a missing person. Any school requested to forward a copy of a transferred student's record shall not forward such record to the requesting school if the record has been flagged as that of a missing person. The school will notify the Nebraska City Police Department of the request and that the student is a reported missing person. Any school or person acting on behalf of a school shall be immune from civil and criminal liability for acts or omissions, which occur as a result of the requirements of the Missing Children Identification Act.

PARENT INVOLVEMENT POLICY

The Nebraska City Public Schools, after having conducted a public hearing concerning parental involvement and participation in the school district, determined that it shall be the policy of the Nebraska City Public Schools to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall also be the policy of the Nebraska City Public Schools, in the event that any parent has a complaint or objection concerning any materials to make available personal conferences for the parent and appropriate school personnel to discuss those concerns identified. The district will prepare a complaint form, which may be used by any parent to express objections to particular instructional materials. The complaint forms will seek information including, but not limited to, the specific instructional material that has been identified for the complaint, the reason for the complaint, and a proposed solution for resolving the complaint from the parent's perspective. The Administration will respond in writing to the person filing the complaint with an appropriate response. (Ref. 79-4, 244 [1])

It shall also be the policy of the Nebraska City Public Schools to permit parents, upon a reasonable advance request, to attend and monitor courses, assemblies, counseling sessions, and other activities (such as FBLA, DECA, FFA, etc). (Ref. 79-4, 244 [2])

It shall also be the policy of the Nebraska City Public Schools to encourage communications from parents concerning when a parent believes it to be appropriate for their student to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The school district shall include a provision in the complaint form to receive information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection, and proposed solution for dealing with the objection that would be satisfactory to the parent. (Ref. 79-4, 244[3])

It shall also be the policy of the Nebraska City Public Schools to provide full access to the records of the students to the parent or guardian as set forth in State of Nebraska Law 79-4,157 and the Federal Education Right to Privacy Act during regular business hours of the school or wherever the student's records may regularly be maintained by the district. (Ref. 79-4, 244[4])

It shall also be the policy of the Nebraska City Public Schools to notify, through normal means (i.e. school newsletters), a parent or guardian of any student who will be asked to complete a standard norm referenced or criterion referenced test. Parents will be notified, when it is reasonable to do so, where a sample of these tests might be reviewed and the date upon which the tests will be administered. (Ref. 79-4, 244 [5])

Prior to any school sponsored survey being administered to the students of the district, it shall be the duty of the schools to notify the parent or guardian of each student involved in the survey the nature of the survey, the date and time when the survey will be administered, and the proposed use of the survey results. Any parent, who requests in writing that their student be excused from completing the survey, shall have the request honored. (Ref. 79-4, 244 [6])

It shall also be the policy of the Nebraska City Public Schools to prohibit any diminution in grade, credit, or other detriment to the student as a result of having been excused from any school experience or school activity because of objections by their parent or guardian under this policy. This policy shall be reviewed, on a periodic basis, by the Education Committee of the Nebraska City Public Schools Board of Education. Policy Approved August 11, 2003.

PHYSICAL EXAM AND VISION EVALUATION

Physical Exam:

*Admission to school requires submission of evidence of a physical examination within six months prior to entrance into the beginner grade (Kindergarten or, if Kindergarten is not attended, the first grade) and in the case of a transfer from out of state, to any grade.

*Evidence of a physical examination is also required within six months prior to entrance in the seventh grade.

Vision Evaluation:

*Admission to school requires submission of evidence of a visual evaluation within six months prior to entrance into the beginner grade (Kindergarten or, if Kindergarten is not attended, the first grade) and in the case of a transfer from out of state, to any grade.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

The cost of the physical examination and vision evaluation shall be borne by the parent or guardian.

RIGHTS OF CUSTODIAL & 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.

SEXUAL HARASSMENT

Sexual harassment will not be tolerated in the Nebraska City Public Schools. Students should report any concerns or questions to a teacher, school counselor, or the administration. The incident will be investigated and appropriate actions may be taken.

SPECIAL EDUCATION SERVICE

The Nebraska City Public Schools provide a service designed to identify children (birth to age 21) who may be at risk for learning and could benefit from special services. Children who display delays in learning, coordination, emotional development, language and speech development, or have physical, visual, or hearing impairments may qualify to receive free assistance if you live in the Nebraska City Public School District.

If your child is found eligible for services, an individual educational program will be developed by you, the parent, with the people who will help you meet your child's special needs. These people can include a teacher, speech pathologist, occupational and physical therapists or others. The program will build on your child's strengths and improve areas of weakness. The program will provide support, encouragement, and assistance for you in working with your child. For more information, contact your school principal.

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 to 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.

STUDENT FEES, MATERIAL REQUIREMENTS AND FINES POLICY

The Board of Education of the Nebraska City Public Schools authorizes the school staff to assess fees, charges or fines to students, as provided by the Public Elementary and Secondary Fee Authorization Act. Student fees authorized by this act include:

- Participation in school sponsored extracurricular activities, which do not count toward graduation.
- Admission fees and transportation charges for spectators attending extracurricular activities.
- Post secondary education costs for tuition and other expenses associated with obtaining credit from a post secondary educational institution.
- Transportation for option enrollment students.
- Reimbursement for school district property lost or damaged by a student.
- Summer school or night school.
- Breakfast and lunch programs.

Students and their parents are expected to provide minor personal or consumable items for specific courses and activities, such as pencils, pens, crayons, colored pencils, scissors, paper, folders, markers, erasers, glue sticks, notebooks, binders, tissues, rulers, calculators, computer disks, book bags, physical education clothing / shoes that conform to the general guideline for student dress and other supplies as needed.

A public hearing on student fees will be held on the proposed fees and other items expected to be furnished by students. The adopted fee policy will be published in the student handbooks.

When a student maintains possession of project course materials upon completion, the student and their parent may provide the materials for that project or pay the school for the consumable materials used for that project.

All money collected from the students will be deposited in the Student Fee Fund. Money will be expended from the Student Fee Fund for the purposes for which the money was collected from students.

The Board recognizes that some students and their families are not financially able to pay the fees or provide the items expected by the school. Fees may be waived for students that qualify for the federal free and reduced lunch program. Applications to have fees waived are available upon request and must be filled out prior to fees being waived. Students qualifying for, but not participating in, the free or reduced lunch program may still submit the student waiver fee.

The board will annually determine the dollar amount to be charged to students or others for fees. It shall be the responsibility of the superintendent, in conjunction with the principal, to develop administrative regulations regarding this policy.

TELECOMMUNICATIONS ACCEPTABLE USE POLICY

Nebraska City Public Schools will provide telecommunications access to students and staff for the purpose of enhancing the delivery of educational services and improving the productivity of offices, departments, and other organizations within the district. This access is limited to educational, career, and professional development activities.

The use of this telecommunication access is a privilege, not a right. Inappropriate use may result in limitation or cancellation of such privileges. Actions taken for inappropriate use will be determined by the district's disciplinary codes as well as local, state, and federal laws.

The district will enforce acceptable use regulations by providing for the supervision and regulation of learning activities requiring access to telecommunication systems.

THREAT ASSESSMENT & 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 reports 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 NCPS administration, NCPS staff, and Nebraska City Police Department. Not every team member needs to 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 School Safety Plan.

TITLE IX- Notice of Non-Discrimination

UNIVERSAL SCREENING

The District will conduct various screenings (such as the SAEBRS universal screener) throughout the year to identify students with academic, behavioral, or social-emotional concerns. All District screening tools are norm-referenced and research-based. Any parent/guardian who does not consent to the screening of his/her student must notify the Director of Student Services at the beginning of the school year.

USDA Non-Discrimination Policy

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

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

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

VIDEO and AUDIO RECORDINGS

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

This policy applies to students during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules.

An exception will be made to this policy if photographs or audio or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

Nebraska City Public Schools

Title 1 School-Parent-Child Compact

This compact outlines how parents, school staff, and the students at Northside Elementary will share the responsibility for improved academic achievement, and the means by which the school and parents will maintain ongoing communication to build and develop a partnership that will help children achieve the State's high standards.

This school-parent-child compact is in effect during the 2024-2025 school year.

Northside Staff	Parents	Students
Small group instruction based on student need.	Monitor attendance	Put forth our best effort throughout the school day.
Hold parent-teacher conferences two times a year, during which this compact will be discussed as it relates to the individual child's achievement.	Participating in parent policy and advisory groups, to the extent possible.	Do homework every day and ask for help, when needed.
Provide at least four progress reports during the school year.	Participate in decisions related to our children's education.	Read every day, outside of school time.
Provide parents reasonable access to teachers through flexible appointments.	Promoting positive use of our children's time outside of school.	Give our parents all notices and information received from school each day.
Provide parents opportunities to volunteer and participate in their child's class, and to observe classroom activities.	Make sure homework is complete.	Ask questions if you don't understand something.
Provide high quality curriculum and instruction in a supportive and effective learning environment that enables children to meet the State's student academic achievement standards.	Stay informed about our children's education and communicate with the school by promptly reading all notices from the school and responding, as appropriate.	

**Alternative
School
Handbook
2024-2025**

STUDENTS ATTENDING THE DISTRICT ALTERNATIVE SCHOOL ARE SUBJECT TO THE HANDBOOKS OF NEBRASKA CITY MIDDLE SCHOOL OR NEBRASKA CITY HIGH SCHOOL FIRST. THIS ALTERNATIVE SCHOOL HANDBOOK IS SPECIFICALLY DESIGNED FOR THE DISTRICT ALTERNATIVE SCHOOL AND IS AN EXTENSION OF THE BUILDING HANDBOOKS.

NEBRASKA CITY PUBLIC SCHOOLS

Alternative Education Program

MISSION STATEMENT: The mission of the NCPS Alternative Education Program is to empower all students with the knowledge, skills and attitudes to meet the challenges of our changing world. All educational planning will be facilitated with the support and cooperation of the student, family, community and educational staff. The Nebraska City Public School Alternative Education program will provide individualized alternative learning opportunities for students at risk of not completing school.

PHILOSOPHY: The philosophy is based upon the belief that students have a right to a free, appropriate, public education; and students, when offered the appropriate environment, can experience educational success. The traditional educational model, effective as it may be for the majority of our students, does not provide the right environment for all students.

COURSE OF STUDY: The academic program offers online credit recovery and course replacement in core subject areas and electives. The program is structured in a manner that promotes course completion and credit acceleration. For High School students, credits are earned when passing a class.

TARGET POPULATION: Below are characteristics of at-risk students whose needs may be met through the Nebraska City Public School Alternative Education Program. Students who:

- Are at risk of dropping out of school
- Have a demonstrated need for consistency in curriculum and/or scheduling
- Have demonstrated a need for instructional pacing that is different from a traditional classroom
- Have needs outside the classroom that require more flexible scheduling
- Are entering the district from a similar setting in another district
- Whose behavior disrupts the regular education setting
- Have frequent absenteeism that has resulted in loss of credits

EXPECTED OUTCOMES:

- Increase in acquired student knowledge
- Increased student productive behavior
- Increased student attendance
- Daily completed course work

BUILDING RULES:

- I will respect school property
- I will arrive at school no earlier than ten minutes before my session begins
- Upon arrival at school, I will enter the building immediately
- I will turn over my cell phone upon entering the building
- I will not loiter around other school facilities
- If I drive to school, I will not loiter in the parking lot. I will not return to my car until school is dismissed unless I have permission to do so

STUDENT BEHAVIOR:

- I will attend school everyday, unless I am ill or am out of town
- If I am going to be absent or tardy for any reason, a parent or myself will call or text the Alternative School cell phone number (402-209-0253) to explain the absence
- I will behave in an appropriate manner at all times. I will remember that aggressiveness and inappropriate gesturing are unacceptable
- I will use appropriate language. I will remember that profanity and inappropriate innuendos are not acceptable
- I will treat staff members, fellow students and visitors with respect
- I will respect others' privacy
- I will respect my own and other's personal space
- I will not interrupt others when they are speaking
- I will dress appropriately
- I will not use, or have in my possession, tobacco, alcohol, weapons, ecigerattes, or any illegal substances while on the premises of the NCPS Alternative Education Program or any other Nebraska City Public Schools facility.

CLASSROOM EXPECTATIONS:

- I will show up on time and be prepared
- I will complete daily assignments to the best of my ability and I understand that any grade below 70% will need to be redone.
- I will contribute creatively and productively to any independent or group activity.

INDIVIDUALIZED EXPECTATIONS:

- Students admitted to the NCPS Alternative Education Program will have an Individualized Student Contract developed for them. The Contracts will be individualized with specific student expectations that reflect each student's abilities and specific needs. A careful analysis of each students' transcripts or team meetings will determine which courses will be assigned.

COURSE WORK:

- Students are expected to complete at least, 5 lessons a day
- A score of 70% or lower is not considered passing and needs to be redone
- Students earning a score of 70% or higher will pass the lesson
- A score of 70% or better for an entire class will mean that class has been passed. High School students earn 5 credits for each class passed

PERSONAL BELONGINGS:

- Students are responsible for the safekeeping of all their personal belongings. Any valuable items should not be brought to school or kept in the teacher's office.

CELL PHONES:

- Student cell phones must be turned into the teacher upon entering the building. (Cell phone usage may be earned if a student passes 5 lessons a day for two consecutive weeks)

PARENT/TEACHER CONFERENCES:

- Parent/teacher conferences will follow the school calendar and occur on the designated dates using the scheduled dismissal times. Parents are encouraged to contact NCPS Alternative Education staff for an appointment anytime they have a question or concern regarding their student.

EMERGENCY OPERATIONS:

- Nebraska City School Board is committed to providing all students and staff a safe environment. Emergency Operations teams are in place to: perform threat assessment, provide safety training, and respond in times of crisis.
- Threat Assessment: The Emergency Operations 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.

Safety Training: Provide information and training to students and staff including, but not limited to:

- Evacuate and Bus Drills - Evacuate and Bus evacuation drills at regular intervals are required by law and are an important safety precaution. It is essential that when the first signal is given everyone obeys orders promptly and clears the building or vehicles by the prescribed route as quickly as possible. The teacher in each classroom or vehicle will give the students instructions.

- Lockdown Procedures - A lockdown may be called by the building principal or other designee if he or she has reason to believe that the students and staff may be in danger. In such cases, students and staff will remain in a locked classroom. They must move away from windows and doors. Students and staff must remain quiet at all times. In the event of a lockdown, for their safety, students will not be allowed to leave the building. Parents will not be free to pick up their child during the lockdown. The Nebraska City Police Department will be notified of the school lockdown and required to offer assistance.
- Secure Procedures – A lockout may be called by the building principal or other designee if he or she has reason to believe that a threat is possible from outside the building. In such cases, all exterior doors will be locked with no one (including parents and staff) being allowed to enter or exit the building. All classes will proceed as normal within the building.
- Shelter Drill- The alarm for an adverse weather drill will be an announcement. Students will proceed to the designated area. At all times during the drill, THERE WILL BE SILENCE so as to hear approaching danger and to be able to hear instructions. Once in the designated area, students must remain quiet until the “ALL CLEAR” is sounded. A verbal announcement will send students back to classes.

ATTENDANCE POLICY/SICK LEAVE:

- Students are expected to attend school everyday class is in session. If a student is going to be absent, he/she or student parent will call or text the Alternative School Cell phone number to inform school personnel.
- Communication is the key to our success with attendance. When in doubt, talk to school personnel.

CLASS TIMES:

- Alternative School will offer two different sessions where students may take classes. Session one is 9:00-11:30 AM. Session two is 12:00-2:30 PM. Students are only enrolled for one session unless two sessions are approved by administration.

CURRICULUM DELIVERY SYSTEM:

- The Apex online courseware offers over 100 NCAA approved online courses. Flexible course scheduling and 24/7 access. Ability to work at your own pace each week. Engaging, interactive curriculum.
- Class sessions may be canceled for the day in the event the internet is not working.

CONDITIONS FOR SUCCESS:

- **ABILITY TO WORK INDEPENDENTLY:** In order to accomplish the goals of our program, the NCPS Alternative Education Program students need to demonstrate the ability to work independently in the program. This includes being able to set daily, weekly and long term goals and being able to achieve these goals.

RETURN TO BUILDING PLANS WILL BE DETERMINED ON AN INDIVIDUAL BASIS FOR EACH STUDENT.

Nebraska City Public Schools

Middle School



Chromebook Policy & Usage Handbook

2024-2025

The policies, procedures, and information within this document apply to all Chromebooks used at Nebraska City Public Schools by students including any other device considered by the Administration to fall under these policies.

Receiving Your Chromebook

1. Parent/Guardian Orientation

All parents/guardians are required to attend an orientation and sign the Nebraska City Public Schools Chromebook Agreement before a Chromebook can be issued to their student.

2. Distribution

Students in grades 6-8 will receive access to Chromebooks the first day of school.

Students and parents must sign the NCPS Student Chromebook Receipt prior to receiving their Chromebook.

3. Chromebook Availability

Students will have access to Chromebooks in class and as available from NCMS. Students will not have individual Chromebooks assigned to them.

4. Transfer/New Student Distribution

All transfers/new students will be able to pick up their Chromebook after successful completion of an orientation/training. Both students and their parents/guardians must sign the Nebraska City Public Schools Chromebook Agreement prior to picking up a Chromebook.

Chromebook Check-in

1. End of Class/Day

Students will be responsible to check their assigned Chromebook into the box in the classroom. Students will not be allowed to remove or move CBs from a designated classroom without permission from staff.

2. End of Year

At the end of the school year, students will turn in their Chromebooks and all issued peripherals. Failure to turn in a Chromebook will result in the student being charged the full \$240.00 replacement cost. The district may also file a report of stolen property with the Nebraska City Police Department.

3. Transferring/Withdrawing Students

Students who transfer out of or withdraw from the Nebraska City Public Schools must turn in their Chromebooks and cases to the Media Center on their last day of attendance.

Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Nebraska City Public Schools may be turned over to a collection agency. The district may also file a report of stolen property with the Nebraska City Police Department.

Training

Students will receive regular training during class time to address care and usage of the Chromebook as well as usage of Google Apps (necityps.org accounts). Regular Digital

Citizenship training will also be provided during school to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the NCPS Technology Office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced. Loaners are given at the discretion of NCPS administration.

General Precautions

- No food or drink should be next to your Chromebook while it is in use.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open unless directed to do so by a teacher.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks should be shut down when not in use to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks. This includes but is not limited to textbooks, trappers, etc...

Carrying Chromebooks

- Always transport Chromebooks with care.
- Never lift Chromebooks by the screen.
- Never carry Chromebooks with the screen open.

Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth.

Using Your Chromebook

- A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage to or loss of the issued device.
- District personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- The students that obtain a loaner will be responsible for returning the borrowed device to the Nebraska City Middle School Media Center before 3:40 pm.
- If a loaner is not turned in by 3:40 pm, a report will be filed with the and the administrator will work on retrieving the loaner.

Chromebooks being repaired

- Loaner Chromebooks may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage to or loss of the loaned device.
- The Media Center staff will contact students when their devices are repaired and available to be picked up.

Charging Chromebooks

- Students are responsible for plugging in their Chromebooks in the appropriate storage case at the end of the school day.
- Students will be assigned to a designated charging station and must use that location only.
- Students arriving late to school or leaving prior to the end of the school day must obtain or return their device at the nearest break in the school day. Causing disruptions to class will not be allowed.

Personalizing the Chromebook

Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Nebraska City Public Schools. Spot checks for compliance will be done by administration, classified staff, certified staff or any other district personnel.

Students may add appropriate music, photos, and videos to their Chromebook. Media needed for educational purposes are subject to inspection and must follow the Nebraska City Public Schools acceptable use policy.

Sound

- Sound must be muted at all times unless permission is obtained from a teacher.
- Earbuds may be used at the discretion of the teachers. Students are responsible for providing their own earbuds.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Chromebooks **WILL NOT** be setup for printing at school.

Logging into a Chromebook

- Students will log into their Chromebooks using their school-issued Google Apps for Education (@nebcityps.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Nebraska City Public Schools Technology Department reserves the right to disable your account.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of Chrome OS that is supported and managed by the district.

No Expectation of Privacy

Device...Network....and accounts

- Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district related or personal purposes, other than as specifically provided by law.
- The district may, without prior notice or consent, log, supervise, access, view, monitor, and record use of student Chromebooks at any time for any reason related to the operation of the district. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software

Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on student Chromebooks.

Updates

The Chromebook operating system, Chrome OS, updates itself automatically. Students do not need to manually update their Chromebooks.

Content Filter

The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks, regardless of physical location (in or out of school), will have all Internet activity protected and monitored by the district. If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a Helpdesk ticket to request the site be unblocked.

Inspection

Students may be selected at random to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally Installed Software

- Chromebook software is delivered via the Chrome Web Store. These are web-based applications that do not require installation space on a hard drive. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.
- All Chromebooks are supplied with the latest build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS will automatically install updates when the computer is idle or restarted.

Google Apps for Education (nbcityps.org accounts)

- Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Spreadsheets, Presentations, Drawings, Forms, Sites, Gmail, Groups, Voice, and Blogger.
- All work is stored within Google Apps.

- All nebcityps.org accounts shall be governed by the same policies whether they are accessed on-site or off-site.

Additional Apps and Extensions

Students are unable to install additional apps and extensions on their Chromebook other than what has been approved by the Nebraska City Public Schools.

Repairing or Replacing Your Chromebook

Tech Support

All Chromebooks in need of repair must be brought to the media center at Nebraska City Middle School as soon as possible.

Vendor Warranty

- Chromebooks include a one year hardware warranty from the vendor.
- The vendor warrants the Chromebook from defects in materials and workmanship.
- The limited warranty covers normal use, mechanical breakdown, and faulty construction. The vendor will provide normal replacement parts necessary to repair the Chromebook or, if required, a Chromebook replacement.
- The vendor warranty does not warrant against damage caused by misuse, abuse, or accidents.
- All repair work must be reported to the Nebraska City Public Schools Technology Helpdesk.

Estimated Costs *(subject to change)*

The use of this device compares to that of the textbook. Fines will be assessed based on the nature of the damage and the cost to repair or replace the device. **Parents/Students will be charged for full replacement cost of a device that has been damaged due to intentional misuse or abuse.**

Estimated cost to repair/replace:

Screen - \$60

Keyboard/Top Cover - \$50

Charger - \$40

Battery - \$50

Total Replacement - \$240

Chromebook Technical Support

The Nebraska City Middle School media center will be the first point of contact for repair of the Chromebooks. Services provided include:

- Password Identification
- User account support
- Coordination of warranty repair
- Distribution of replacement Chromebooks
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default
- System software updates

Appropriate Uses and Digital Citizenship

School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

If students need to sign up for specific services on their device, they should **ALWAYS** use their nebcityps.org account because this is issued by the school. Students should not use other accounts (Gmail, Yahoo, etc.) when signing up for these services. While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Be Respectful** . I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. **Be Responsible**. I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Be Safe and Respectful**. I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Be Safe**. I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Be Responsible**. I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Be Resourceful**. I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Nebraska City Public Schools Internet Use, Safety, and Computer Use Policy

Nebraska City Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment

on the district network. The administration reserves the right to refuse access to the Internet by Nebraska City Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers / Internet

Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy. Students at Nebraska City Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", cyber-bullying, and other topics as are relevant in encouraging digital citizenship. A copy of the scope and sequence or other outline of the Digital Citizenship Curriculum may be found in the district Curriculum Office and each school media center.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)

Minors or adults shall:

1. Not access material that is obscene, pornography, harmful to minors, or otherwise inappropriate for education.
2. Not use Nebraska City Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use forms of direct electronic communications for the purposes related to education within the context of a Nebraska City Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Nebraska City Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Nebraska City Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Policy Violations

Any violation of this policy may result in the loss of access to the Internet by the student/adult involved.

Additional disciplinary action may be determined in accordance with existing policies of the Nebraska City Public Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Acceptable Use Policy Signature form available from your local building administrator or media specialist.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.

- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
 - As a safety precaution, full names or addresses are not to be revealed online.
 - Computer and network resources have been provided for educational purposes -game-playing and commercial uses are prohibited.
 - Sharing of individual accounts is prohibited.
 - Electronic mail (e-mail) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel and may be accessed by other computer users.
 - Chain letters and inter-relay chat are misuses of the system.
 - Vandalism or "hacking" of any kind is prohibited.
 - The security of the system and the rights of other users are to be respected at all times.
- Students or staff knowingly violating the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Nebraska City Public Schools and/or civil authorities.
 - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user.
- By using the computers or network system, participants agree to indemnify and hold Nebraska City Public Schools harmless from any claims or damages arising from such use. Nebraska City Public School District makes no warranties for the information or the services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up and monitored by your teacher.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students and staff must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask the media specialist or the Director of Technology, Media Specialist or other staff member if you are in compliance with the law.
- Plagiarism is a violation of the Nebraska City Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Communication Services (Email, chat, etc)

- Students in need of services for academic reasons will only be allowed access with administrative approval. Access to communication systems will be determined on educational need of service. Approval will be determined by the administration of Nebraska City Public Schools. All academic services are monitored by the Nebraska City Public Schools Technology Department and all correspondence sent or received through this system are archived and subject to filtering of inappropriate content.
- Always use appropriate language.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Entering chat rooms during class is strictly prohibited without instructions from the teacher and administration.
- All forms of correspondence is subject to inspection at any time by school administration.

Discipline Consequences

- The student or staff member whose name a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Policy Handbook or the Nebraska City Public School's Acceptable Use Policy will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Nebraska City Public Schools Technology Department to ensure appropriate use. The Nebraska City Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

CHROMEBOOK POLICY & USAGE RECEIPT OF NOTIFICATION AND UNDERSTANDING

The Nebraska City Public Schools Chromebook Policy and Usage Handbook is available on the NCPS website at www.nebcityps.org and is located under the Chromebooks link. The Nebraska City Public Schools Student Acceptable Use Policy (AUP) is on the backside of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Nebraska City Public Schools Policy regarding the use of computers and the Internet in the Nebraska City Public Schools. Your signature also states that you authorize Nebraska City Public Schools to create and utilize “cloud services” accounts that will be under the control of Nebraska City Public Schools, but which reside elsewhere on the Internet. (Certain cloud services require parental permission for students regardless of the level of control over the account granted to NCPS.) Additionally, as part of the 1:1 Chromebook initiative at Nebraska City Public Schools, the Nebraska City Public Schools is recommending the purchase of accidental damage Protection Plan prior to the deployment of the Chromebook to your child. Nebraska City Public Schools will be the sole provider of this Protection Plan. Under this Protection Plan agreement, the Chromebooks are protected against accidental damage or loss due to an act of nature. The Nebraska City Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct. This Protection Plan policy does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Nebraska City Public Schools will assess the Chromebook damage and repair or replace the device if the damage is determined to be accidental and within the protection guidelines.

Parents/Students will be charged for full replacement cost of a device that has been damaged due to intentional misuse or abuse.

Please check one of the following options:

- I accept and will abide by the Nebraska City Public Schools Chromebook Policy & Usage Handbook.

- I do not accept the Nebraska City Public Schools Chromebook Policy & Usage Handbook. I understand by not accepting the Chromebook Policy & Usage Handbook no device will be issued to student.

Printed Student Name

Grade

Student Signature

Date

Parent/Guardian Signature (REQUIRED)

Date

Intended Use

The device checked out to me is to be used in support of school related activities. **The device must accompany me at school every day school is in session.** Use of the device checked out by a teacher may include student use, and the device is configured with network connections to allow students to log in with their own accounts. Any software installed on the computer must be licensed by the district. The license agreement of installed “free” software must allow it to be free for educational organizations, not personal use.

I recognize that, as part of my handbook acceptance form, I have already agreed to comply with the school Internet Use and Safety Policy (5400.10) and Electronic Communication Devices Policy (4139.1/5400.13). Incidental personal use (occasional personal email or web surfing) is allowable at times when it does not interfere with school duties. At no time may the computer be used in a political campaign or for profit activity, including checking an email account related to other employment.

Nebraska City Public Schools Technology Student Acceptable Use Policy (AUP)

Nebraska City Public Schools Internet Use, Safety, and Computer Use Policy

Nebraska City Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district network.

Administration reserves the right to refuse access to the Internet by Nebraska City Public Schools to anyone when it is deemed

necessary in the public interest.

Compliance with Law and Use of Computers / Internet

Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher’s rights, license agreements, acts of terrorism, assault, threats, and student right of privacy. Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18) Minors or adults shall:

- Not access material that is obscene, child pornography, harmful to minors, or otherwise inappropriate for education.
- Not use Nebraska City Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system’s security.
- Not engage in any illegal activities on the Internet.
- Only use electronic mail, chat rooms, and other forms of direct electronic communications for the purposes related to education within the context of a Nebraska City Public Schools related assignment or activity.
- Not attempt to override or bypass any protection measure that has been put in place by Nebraska City Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Nebraska City Public Schools.

Minors shall not disclose personal identification information on the Internet.

Policy Violations

Any violation of the policy may result in the loss of access to the Internet by the student / adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Nebraska City Public Schools, including applicable State and Federal laws. Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Acceptable Use Policy Signature Form available from your building administrator or media specialist.

Nebraska City Public Schools

High School



Chromebook Policy & Usage Handbook

2024-2025

The policies, procedures, and information within this document apply to all Chromebooks used at Nebraska City Public Schools by students including any other device considered by the Administration to fall under these policies.

Receiving Your Chromebook

1. Parent/Guardian Orientation

All parents/guardians are required to sign the Nebraska City Public Schools Chromebook Agreement before a Chromebook can be issued to their student.

2. Distribution

Students in grades 9-12 will receive their Chromebooks the first day of school. Students and parents must sign the NCPS Student Chromebook Receipt prior to receiving their Chromebook.

3. Transfer/New Student Distribution

All transfers/new students will be able to pick up their Chromebook after successful completion of an orientation/training. Both students and their parents/guardians must sign the Nebraska City Public Schools Chromebook Agreement prior to picking up a Chromebook.

Chromebook Check-in

1. End of Day

Students who purchase the annual Protection Plan will have the opportunity to take the chromebook home. Students who chose not to purchase the Protection Plan will need to check-out/check-in the chromebook each school day.

2. End of Year

At the end of the school year, students will turn in their Chromebooks and all issued peripherals. Failure to turn in a Chromebook will result in the student being charged the full \$240.00 replacement cost. The district may also file a report of stolen property with the Nebraska City Police Department.

3. Transferring/Withdrawing Students

Students who transfer out of or withdraw from the Nebraska City Public Schools must turn in their Chromebooks and cases to the Media Center on their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Nebraska City Public Schools may be turned over to a collection agency. The district may also file a report of stolen property with the Nebraska City Police Department.

Purchasing Your Chromebook

Upon successful completion of all graduation requirements, students will have the opportunity to purchase their chromebook at a significantly reduced cost. For every year the student has purchased the “Annual Protection Plan”, and the Protection Plan wasn’t used towards repairs, that money will be put towards the cost of the chromebook.

Cost of Chromebook (based upon purchase of Protection Plan every year with no repairs needed during the year) will be:

~~Policy for all classes through Class of 2025~~

~~Paying one year of insurance: \$175~~
~~Paying two years of insurance: \$115~~
~~Paying three years of insurance: \$55~~
~~Paying four years of insurance: \$0~~

~~*This policy starts with Class of 2026*~~
~~Paying one year of Protection Plan: \$ 200~~
~~Paying two years of Protection Plan: \$ 175~~
~~Paying three years of Protection Plan: \$115~~
~~Paying four years of Protection Plan: \$55~~
~~Paying five years of Protection Plan: \$0~~

Paying one year of insurance: \$175
Paying two years of insurance: \$115
Paying three years of insurance: \$55
Paying four years of insurance: \$0

Note: Several factors, including depreciation of chromebook, were taken into consideration when figuring cost to a graduate.

Training

Students will receive regular training during class time to address care and usage of the Chromebook as well as usage of Google Apps (nbcityps.org accounts). Regular Digital Citizenship training will also be provided during school to address respectful, responsible, and ethical use of the internet and digital tools.

Protection Plan

Nebraska City Public Schools recommends that the Protection Plan be purchased prior to the deployment of the Chromebook to your child. The Protection Plan cost is \$25.00 annually for each Chromebook. ***Purchasing the Protection Plan will allow the student to take the chromebook home.*** Each claim covered by Protection Plan will be assessed an incremental deductible within the current school year. The first claim deductibles are listed in “estimated costs”. If a student withdraws from Nebraska City Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student’s initial registration will be reinstated along with the number of claims made prior to withdrawal.

Annual Protection Plan due at Registration - \$25 (Please see “Estimated Costs” for Protection Plan and repair information)

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the NCPS Technology Office. If a loaner Chromebook is needed, one will be issued, *at the discretion of the administration*, to the student until their Chromebook can be repaired or replaced.

General Precautions

- No food or drink should be next to your Chromebook while it is in use.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open unless directed to do so by a teacher.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks should be shut down when not in use to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks. This includes but is not limited to textbooks, trappers, etc...

Carrying Chromebooks

- Always transport Chromebooks with care.
- Never lift Chromebooks by the screen.
- Never carry Chromebooks with the screen open.

Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth.

Using Your Chromebook

- A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage to or loss of the issued device.
- District personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.

- The students that obtain a loaner will be responsible for returning the borrowed device to the Nebraska City High School Media Center before 3:40 pm.
- If a loaner is not turned in by 3:40 pm, a report will be filed with the and the administrator will work on retrieving the loaner.

Chromebooks being repaired

- Loaner Chromebooks may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook must sign a loaner agreement and will be responsible for any damage to or loss of the loaned device.
- The Media Center staff will contact students when their devices are repaired and available to be picked up.

Charging Chromebooks

- Students are responsible for plugging in their Chromebooks in the appropriate storage case at the end of the school day.
- Students will be assigned to a designated charging station and must use that location only.
- Students arriving late to school or leaving prior to the end of the school day must obtain or return their device at the nearest break in the school day. Causing disruptions to class will not be allowed.

Personalizing the Chromebook

Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Nebraska City Public Schools. Spot checks for compliance will be done by administration, classified staff, certified staff or any other district personnel.

Students may add appropriate music, photos, and videos to their Chromebook. Media needed for educational purposes are subject to inspection and must follow the Nebraska City Public Schools acceptable use policy.

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- Sound must be muted at all times unless permission is obtained from a teacher.
- Earbuds may be used at the discretion of the teachers. Students are responsible for providing their own earbuds.

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- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Chromebooks **WILL NOT** be setup for printing at school.

Logging into a Chromebook

- Students will log into their Chromebooks using their school-issued Google Apps for Education (@nebcityps.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Nebraska City Public Schools Technology Department reserves the right to disable your account.

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Students may not use or install any operating system on their Chromebook other than the current version of Chrome OS that is supported and managed by the district.

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Device...Network....and accounts

- Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district related or personal purposes, other than as specifically provided by law.
- The district may, without prior notice or consent, log, supervise, access, view, monitor, and record use of student Chromebooks at any time for any reason related to the operation of the district. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software

Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on student Chromebooks.

Updates

The Chromebook operating system, Chrome OS, updates itself automatically. Students do not need to manually update their Chromebooks.

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The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks, regardless of physical location (in or out of school), will have all Internet activity protected and monitored by the district. If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a Helpdesk ticket to request the site be unblocked.

Inspection

Students may be selected at random to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

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Google Apps for Education (nbcityps.org accounts)

- Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Spreadsheets, Presentations, Drawings, Forms, Sites, Gmail, Groups, Voice, and Blogger.
- All work is stored within Google Apps.
- All nbcityps.org accounts shall be governed by the same policies whether they are accessed on-site or off-site.

Additional Apps and Extensions

Students are unable to install additional apps and extensions on their Chromebook other than what has been approved by the Nebraska City Public Schools.

Repairing or Replacing Your Chromebook

Tech Support

All Chromebooks in need of repair must be brought to the media center at Nebraska City High School as soon as possible.

Vendor Warranty

- Chromebooks include a one year hardware warranty from the vendor.
- The vendor warrants the Chromebook from defects in materials and workmanship.
- The limited warranty covers normal use, mechanical breakdown, and faulty construction. The vendor will provide normal replacement parts necessary to repair the Chromebook or, if required, a Chromebook replacement.
- The vendor warranty does not warrant against damage caused by misuse, abuse, or accidents.
- All repair work must be reported to the Nebraska City Public Schools Technology Helpdesk.

Estimated Costs *(subject to change)*

The use of this device compares to that of a textbook. Fines will be assessed based on the nature of the damage and the cost to repair or replace the device. **Parents/Students will be charged for full replacement cost of a device that has been damaged due to intentional misuse or abuse.**

Estimated cost to repair/replace:

Screen - \$60

Keyboard/Top Cover - \$50

Charger - \$40

Battery - \$50

Total Replacement - \$240

Chromebook Technical Support

The Nebraska City High School media center will be the first point of contact for repair of the Chromebooks. Services provided include:

- Password Identification
- User account support
- Coordination of warranty repair
- Distribution of replacement Chromebooks
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default
- System software updates

Appropriate Uses and Digital Citizenship

School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

If students need to sign up for specific services on their device, they should **ALWAYS** use their nebcityps.org account because this is issued by the school. Students should not use other accounts (Gmail, Yahoo, etc.) when signing up for these services. While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Be Respectful** . I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. **Be Responsible**. I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Be Safe and Respectful**. I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Be Safe**. I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Be Responsible**. I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all uses of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Be Resourceful**. I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Nebraska City Public Schools Internet Use, Safety, and Computer Use Policy

Nebraska City Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district network. The administration reserves the right to refuse access to the Internet by Nebraska City Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers / Internet

Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy. Students at Nebraska City Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by

Minors”, cyber-bullying, and other topics that are relevant in encouraging digital citizenship. A copy of the scope and sequence or other outline of the Digital Citizenship Curriculum may be found in the district Curriculum Office and each school media center.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)

Minors or adults shall:

1. Not access material that is obscene, pornography, harmful to minors, or otherwise inappropriate for education.
2. Not use Nebraska City Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system’s security.
3. Not engage in any illegal activities on the Internet.
4. Only use forms of direct electronic communications for the purposes related to education within the context of a Nebraska City Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Nebraska City Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Nebraska City Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Policy Violations

Any violation of this policy may result in the loss of access to the Internet by the student/adult involved.

Additional disciplinary action may be determined in accordance with existing policies of the Nebraska City Public Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Acceptable Use Policy Signature form available from your local building administrator or media specialist.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
 - As a safety precaution, full names or addresses are not to be revealed online.
 - Computer and network resources have been provided for educational purposes -game-playing and commercial uses are prohibited.
 - Sharing of individual accounts is prohibited.
 - Electronic mail (e-mail) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files

and communications may be accessed and reviewed by district personnel and may be accessed by other computer users.

- Chain letters and inter-relay chat are misuses of the system.
- Vandalism or "hacking" of any kind is prohibited.
- The security of the system and the rights of other users are to be respected at all times.
- Students or staff knowingly violating the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Nebraska City Public Schools and/or civil authorities.
 - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user.
- By using the computers or network system, participants agree to indemnify and hold Nebraska City Public Schools harmless from any claims or damages arising from such use. Nebraska City Public School District makes no warranties for the information or the services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up and monitored by your teacher.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students and staff must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity. If you are unsure, ask the media specialist or the Director of Technology, Media Specialist or other staff member if you are in compliance with the law.
- Plagiarism is a violation of the Nebraska City Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Communication Services (Email, chat, etc)

- Students in need of services for academic reasons will only be allowed access with administrative approval. Access to communication systems will be determined on educational need of service. Approval will be determined by the administration of Nebraska City Public Schools. All academic services are monitored by the Nebraska City Public Schools Technology Department and all correspondence sent or received through this system are archived and subject to filtering of inappropriate content.
- Always use appropriate language.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Entering chat rooms during class is strictly prohibited without instructions from the teacher and administration.
- All forms of correspondence are subject to inspection at any time by school administration.

Discipline Consequences

- The student or staff member whose name a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Policy Handbook or the Nebraska City Public School's Acceptable Use Policy will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Nebraska City Public Schools Technology Department to ensure appropriate use. The Nebraska City Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.



CHROMEBOOK POLICY & USAGE RECEIPT OF NOTIFICATION AND UNDERSTANDING

The Nebraska City Public Schools Chromebook Policy and Usage Handbook is available on the NCPS website at www.nbcityps.org and is located under the Chromebooks link. The Nebraska City Public Schools Student Acceptable Use Policy (AUP) is on the backside of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Nebraska City Public Schools Policy regarding the use of computers and the Internet in the Nebraska City Public Schools. Your signature also states that you authorize Nebraska City Public Schools to create and utilize “cloud services” accounts that will be under the control of Nebraska City Public Schools, but which reside elsewhere on the Internet. (Certain cloud services require parental permission for students regardless of the level of control over the account granted to NCPS.) Additionally, as part of the 1:1 Chromebook initiative at Nebraska City Public Schools, the Nebraska City Public Schools is recommending the purchase of accidental damage Protection Plan prior to the deployment of the Chromebook to your child. Nebraska City Public Schools will be the sole provider of this Protection Plan. Under this Protection Plan agreement, the Chromebooks are protected against accidental damage or loss due to an act of nature. The Nebraska City Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct. This Protection Plan policy does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Nebraska City Public Schools will assess the Chromebook damage and repair or replace the device if the damage is determined to be accidental and within the protection guidelines.

Parents/Students will be charged for full replacement cost of a device that has been damaged due to intentional misuse or abuse.

Please check one of the following options:

- I accept and will abide by the Nebraska City Public Schools Chromebook Policy & Usage Handbook. **Additionally, I would like to purchase the Protection Plan through the Nebraska City Public Schools in the amount of \$25. I understand that my student will be able to take the device home.**
- I accept and will abide by the Nebraska City Public Schools Chromebook Policy & Usage Handbook. **I DO NOT wish to purchase Protection Plan through the Nebraska City Public Schools and understand that I am responsible for 100% of all damages. I understand that my student will not be able to take this device home.**
- I do not accept the Nebraska City Public Schools Chromebook Policy & Usage Handbook. I understand by not accepting the Chromebook Policy & Usage Handbook no device will be issued to student.

Printed Student Name

Grade

Student Signature

Date

Parent/Guardian Signature (REQUIRED)

Date

Intended Use

The device checked out to me is to be used in support of school related activities. **The device must accompany me at school every day school is in session.** Use of the device checked out by a teacher may include student use, and the device is configured with network connections to allow students to log in with their own accounts. Any software installed on the computer must be licensed by the district. The license agreement of installed “free” software must allow it to be free for educational organizations, not personal use.

I recognize that, as part of my handbook acceptance form, I have already agreed to comply with the school Internet Use and Safety Policy (5400.10) and Electronic Communication Devices Policy (4139.1/5400.13). Incidental personal use (occasional personal email or web surfing) is allowable at times when it does not interfere with school duties. At no time may the computer be used in a political campaign or for profit activity, including checking an email account related to other employment.

Nebraska City Public Schools Technology Student Acceptable Use Policy (AUP)

Nebraska City Public Schools Internet Use, Safety, and Computer Use Policy

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Administration reserves the right to refuse access to the Internet by Nebraska City Public Schools to anyone when it is deemed necessary in the public interest.

Compliance with Law and Use of Computers / Internet

Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher’s rights, license agreements, acts of terrorism, assault, threats, and student right of privacy. Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18) Minors or adults shall:

- Not access material that is obscene, child pornography, harmful to minors, or otherwise inappropriate for education.
 - Not use Nebraska City Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system’s security.
 - Not engage in any illegal activities on the Internet.
 - Only use electronic mail, chat rooms, and other forms of direct electronic communications for the purposes related to education within the context of a Nebraska City Public Schools related assignment or activity.
 - Not attempt to override or bypass any protection measure that has been put in place by Nebraska City Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Nebraska City Public Schools.
- Minors shall not disclose personal identification information on the Internet.

Policy Violations

Any violation of the policy may result in the loss of access to the Internet by the student / adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Nebraska City Public Schools, including applicable State and Federal laws. Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Acceptable Use Policy Signature Form available from your building administrator or media specialist.

NEBRASKA CITY PUBLIC SCHOOLS



Classified Staff Handbook

2024-2025

Approved July 8, 2024 Regular Board Meeting
Effective July 9, 2024

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INTRODUCTION

This handbook provides information to classified persons employed by the school district and are referred to in this handbook as employees, staff, or staff members. It is designed to provide practical information about the daily operation of the schools in the district and contains building and district directories, safety and emergency information, as well as district policies and procedures. Each staff member should carefully review this handbook. The administration and the board of education continually review policies and procedures, so staff members should discuss comments, concerns, or suggestions about this handbook with their building principal or another member of the administrative staff.

This handbook does not create a "contract" of employment. Staff positions and assignments that do not require a teaching certificate or are not otherwise governed by the teacher tenure laws may be ended or changed on an at-will basis notwithstanding anything in this handbook or any other publication or statement, except a contract approved by the board of education.

Many situations may arise that are not covered by this handbook. In those instances, staff members should use their own good judgment or consult with the administration. If any information contained in this handbook conflicts with board policy or state statute, the policy or statute will govern.

The provisions in this handbook are subject to change at the sole discretion of the Superintendent and the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that all procedures can be kept up to date. If you have any questions regarding this handbook, please ask your supervisor or the Superintendent for assistance.

Your suggestions about ways to improve the school are welcome and will always be considered.

NOTICE OF NONDISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the ADA/Title II Coordinator: Jason Hippen at 402-873-6033 (phone number), jhippen@nebcityps.org (e-mail address) or in person at school.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the Title IX Coordinator: Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 14th Avenue, Nebraska City NE 68410 or in person at school. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [\[Insert Link to Notice of Nondiscrimination\]](#)

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the Title VI Coordinator: Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 14th Avenue, Nebraska City NE 68410 or in person at school.

Individuals who believe that they have been the subject of any other unlawful discrimination or harassment should contact Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 14th Avenue, Nebraska City NE 68410 or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

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

DRUG-FREE WORKPLACE REQUIREMENTS

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.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for 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.

This notice meets the requirements of Policy 4002-Drug Free Workplace.

~~The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during working hours is prohibited by personnel of the school district. The use of such substances by the personnel of the school district during working hours poses a danger to the students and other school personnel.~~

~~Prohibited drug activity on school premises or at any school-sponsored activity or event shall include engaging in the unlawful possession, selling, or dispensing of look-alike drugs, controlled substances, or alcoholic liquor. Look-alike drugs are those drugs that are not controlled substances but are represented as such, including chemicals that elicit the same effect such as K2 or spice. Personnel who are guilty of drug abuse violations in the workplace shall be given a list of agencies for drug counseling and rehabilitation. Employees of the school district shall have appropriate personnel action taken against them, up to and including immediate cancellation of their employment, in the event of drug use, as defined herein, on school premises or at any school-sponsored activity or event.~~

~~Each employee of the school district shall have available to them a copy of this policy relating to a drug-free work environment. It shall be a condition of employment with the district that all employees abide by the terms of this policy. Any employee of the school district shall notify the administration of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Within 30 days of receiving notice from an employee of the school district who has been convicted of any criminal drug statute violation occurring in the workplace, appropriate personnel action against such employee, up to and including termination, or requiring such employee, at the employee's expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency, shall occur.~~

~~The purpose of this policy is to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee of the school district during that employee's working hours or while that employee is on duty. Accordingly, the term "workplace" includes every location where a school district employee may be found during his or her working hours or while he or she is on duty, whether or not such location is on school district property or within the geographic limits of the school district.~~

POLICIES AND PROCEDURES REGARDING ALL STAFF

Accidents and Injuries

Staff must inform the building office immediately of all accidents and/or injuries to students or staff, **and complete the appropriate accident form that is available from the office. The accident form must be returned to the office within twenty-four hours.** If a staff member is injured at work, the staff member must notify ALICAP's Sedgwick Clinical Consultation at

1-855-364-9865, Option 1 as soon as possible.

Activity Accounts and Fundraising

Activity accounts are handled through the superintendent's office. No student or sponsor may make any purchase without a signed purchase order from the superintendent. **Purchases made without permission are the personal obligation and responsibility of the purchaser.**

The superintendent is responsible for authorizing any fundraising on the part of student activities. **No fundraising may occur without express administrative permission.**

Activity Tickets

All staff, spouses, and their school-age children will be admitted to home games free of charge. Conference activity tickets will be issued to staff with advance notice through the building offices.

Agents, Salesmen and Other Business Representatives

All business representatives calling on school matters must obtain permission from the superintendent or building principal before conferring with staff. Staff must determine whether the business representative has been granted permission before discussing business matters. Classroom teachers may not interrupt class work to confer with such representatives.

Staff may not use school time or school facilities for any personal activity for personal financial gain or confer with any business representative for personal business during school time.

Announcements and Circulars

No announcements shall be made before any school group without authorization of the principal or superintendent.

Any circulars or advertising displayed within the school shall have the approval of the building principal or superintendent before posting.

Board Policies, Rules, and Directives

The board of education has adopted policies that govern the operation of the school district. A complete policy manual is available online on the district's website and it will be updated as the board adopts new policies or revises existing policies. In particular, the 4000 series deals with policies that affect personnel. **Additionally, the Board has authorized the Superintendent and his or her designee to adopt rules and directives regarding the conduct of students, staff, and other persons. Many of these rules and directives are**

published in the Student Handbook, Staff Handbook, and Activity Handbook, respectively. Each of these handbooks are available on the district's website and in the main administrative office. **By signing below, you agree that you have read and understood these policies, handbooks, rules, and directives, their application to you, and that you have had an opportunity to discuss any questions with the administration.**

Child Abuse

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. **Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.**

2. **When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.**

~~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. **Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.**

4. 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.

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 **at the lowest level of the chain of command**. When those 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. **Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.**

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 the complainant believes speaking directly to the person would subject the complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. **Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.**
 - 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 **applicable** 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 coordinator, the administrator or coordinator shall **first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will** promptly and thoroughly investigate the complaint, and shall:

- e) Determine whether the complainant has discussed the matter with the respondent.
 - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
- f) Strongly encourage the complainant to reduce his or her concerns to writing.
- g) Interview the complainant **and, if necessary, the respondent against whom the complaint is filed**, 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.

- h) 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 coordinator received the complaint.

4. If either the complainant or respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. The superintendent may assign a qualified designee to hear any appeal. This provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

- i) This appeal must be in writing.
- j) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the ~~administrator or Title IX/504 coordinator communicated his/her decision to the complainant.~~
- k) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
- l) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may

involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;
- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) 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.
- f) 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- h) There is no appeal from any decision of the board unless authorized by law.

2. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's

decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

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 or must be pursued further.

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 by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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 to 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.

~~m) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~

~~n) 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 the complainant's written appeal.~~

~~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.~~

~~o) This appeal must be in writing.~~

~~p) 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.~~

~~q) 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.~~

~~r) 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 receives the complainant's written appeal.~~

~~s) There is no appeal from a decision of the board.~~

~~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:~~

~~t) 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.~~
- u) ~~Strongly encourage the complainant to reduce his or her concerns to writing.~~
- v) ~~Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.~~
- w) ~~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.~~

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

Computers and the Internet: Acceptable Use by Staff

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. Staff members must refer to and comply with Board Policy 4012 regarding Staff Internet and Computer Use. Staff should also refer to the district's Policy 4051-Staff and District Social Media Use.

Conflict of Interest

All staff members are subject to the board's policy governing conflict of interest. That policy provides, in part, that 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.

Contact Information

Staff are required to keep the district informed of any change in their name, address, telephone or other contact information. Contact the Business Office to report a change.

Copyright and Fair Use

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

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Staff who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their building principal, review the school district's copyright compliance policy, and review *Reproduction of Copyrighted Works by Educators and Librarians* from the U.S. Copyright Office found at <https://www.copyright.gov/circs/circ21.pdf> and *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Corporal Punishment

Corporal punishment is the infliction of bodily pain as a penalty for disapproved behavior, and is prohibited by law. Some physical contact is inevitable, and most of it is appropriate. Corporal punishment does not include the use of physical force that is reasonable and necessary to (1) protect school employees; (2) protect students or property; or (3) remove a student from a situation that endangers the student, persons, or property. Staff members should promptly report any event that required the use of physical force to their building principal.

Crisis Response Team

Any staff member appointed by the district administration will serve on the Crisis Response Team as outlined in the board policies. The Crisis Response Team serves a vital role in supporting the district's staff and students. It is the responsibility of the appointed staff member to discuss with the district administration any circumstances that may affect the staff member's ability to perform the tasks required by board policy.

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with an employee's school performance, or (3) otherwise adversely affects an employee's employment opportunities. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: **Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org** or in person at school. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: **Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org** in person at school. Employees who believe that they have been the subject of any other unlawful discrimination or harassment should contact **Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org** or in person at school. Employees may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Driving (both school and personal vehicles)

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license, **proof of insurance**, and **subject to a background check**. **Staff members will be provided a Driver's Certification form to verify this information**. Staff members are to contact the district office to request to drive a school vehicle and to complete procedures authorizing such. Staff members who transport students will annually complete all the requirements of NDE Rule 91 in advance. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use cell phones while driving a school vehicle or while transporting students. Please see the school district's

policy on school vehicle use for further information.

Drivers for the school district must be free from drug and alcohol use or abuse. The school district will test drivers as permitted under state and federal law and in accordance with board policy.

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow emergency verbal communication for specific district-related work based upon employees' duties and responsibilities.

Dress Code

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.

Certified staff, paraeducators and office staff should generally dress in business casual attire that is clean and professional.

Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

Certified staff, paraeducators and office staff **may not** wear the following types of clothing during the traditional school day from 7:45 a.m. to 4:00 p.m. when students or visitors are in attendance, when attending workshops, conferences, or inservice days, or when the employee is supervising, directing or coaching students when the public is in attendance:

- For men: shirts worn without collars, except when the shirt has a logo which identifies the school and/or the school's mascot, and unless the shirt can be deemed professional by other standards.
- Sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium or 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.
- Jeans of any color except at athletic or other activity practices.
- Hats or sunglasses except when worn outside for sun protection.
- Any attire that is excessively wrinkled or torn, so that it is no longer neat and professional.
- Any clothing that is excessively revealing, tight fitting, or immodest and may distract other employees or students in the learning environment.

Jeans of any color may be worn on Fridays, which is considered a “dress down” day. The superintendent may also authorize jeans to be worn on other additional designated days to celebrate achievements, recognize special events, or promote school spirit. Such days may only be designated and authorized by the superintendent.

The superintendent or principal shall maintain the discretion to make determinations on staff dress and appearance. The superintendent 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”, school celebrations, special events, or field days). Any violation of school policy and rules may result in disciplinary action.

Drug and Alcohol Testing

School district administrators who suspect that drugs or alcohol may be present in a staff member's system may require the staff member to provide a body fluid or breath sample as provided in Nebraska law. Staff members who refuse a lawful directive to provide a body fluid or breath sample may be subject to disciplinary or administrative action by the employer, including denial of continued employment.

Duty to Report

School personnel shall self-report any of the following to the District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation for child abuse and/or neglect;
- Any complaint or other administrative that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee's driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

Expenses

The board of education will reimburse staff for all approved expenses incurred in attending to school business. Reimbursement for mileage, supplies, overnight travel expense, and credit course reimbursement fees are processed on an expense report form that is available at Central Office. Appropriate receipts must be attached.

To be reimbursed for an item or for personal car use, staff members must complete a reimbursement claim form, attach receipts and submit it to the Superintendent for approval.

All claims for reimbursement must be approved by the board, so some delay is probable. Mileage reimbursement will be denied if a school vehicle was available.

In-School Communication

Every staff member will be assigned a mailbox in the building where he or she works. Staff members are expected to check their mailboxes daily.

A great deal of information is distributed to staff via the school's e-mail system. Each staff member must check his or her e-mail account frequently throughout the school day. Staff members are allowed to use their school e-mail accounts for a moderate amount of personal e-mail correspondence. However, sending or receiving personal e-mail during class time is prohibited, regardless of whether that personal e-mail is received on the staff member's school e-mail account or a personal account.

Intellectual Property

All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, 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. The district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

Keys

Staff will not lend or have any duplicate keys made of any school key. Staff will make sure all doors are locked when they enter or leave the building other than regular school hours and are responsible for setting the security system after hours.

Staff members are responsible at all times for all keys issued to them and must keep their keys in a secure location or on the employee's person in their personal possession. Each classroom teacher must check that the doors and windows in his or her room are closed and locked at the end of the school day. Staff must report lost or stolen keys to the building principal immediately.

Locker Room Supervision

Staff members must review and comply with the board's Policy 4062- Locker Room Supervision.

Maintenance & Cleaning Request Forms

Staff members should fill out maintenance requests forms just as soon as they need or see a maintenance problem. Maintenance requests should be submitted through **RSchool**.

Meals Program

Staff may take advantage of meals offered through the district's foods program. Staff may purchase lunches from the school cafeteria at the daily Board approved rate. The lunch price includes one carton of milk. Extra cartons may be purchased at the daily Board approved rate. Staff members must deposit funds in their lunch accounts before purchasing meals. Staff members will not be allowed to run a deficit in their lunch accounts. **If a negative lunch balance were to occur at the conclusion of a calendar school year, staff members will have the deficit amount withheld from their June paycheck or upon next paycheck at completion of employment.**

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, students, and the public for one year after the child's birth.~~

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

News and Press Releases

~~Positive media coverage of the school district and its activities is good for the school, its staff, and its students. Staff should endeavor to establish and maintain cordial relationships with local media outlets.~~

Only individuals who have prior administrative approval may issue press releases or other official communications regarding school activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Activity sponsors and other staff who are involved in newsworthy activity should submit typed press releases to the office for distribution to the media

when noteworthy events have occurred. Coaches must communicate with local TV, radio, and print media promptly after matches or games to disseminate the results.

~~Communicating with the public, keeping the public informed, and public relations with the community are important tasks. News of important and/or interesting events and activities are usually welcomed by the newspapers.~~

Obligations Related to American Civics Instruction

All staff members shall be familiar with, and comply with, the requirements of state law, board policy, and district curriculum to properly instruct students regarding American Civics, Social Studies, American History, and appropriate patriotic exercises on particular days of the year. Neglect of any such responsibilities by any employee may be considered just cause for dismissal.

Outside Employment

No full-time staff member may accept any other employment or carry on any business or activity for profit that interferes with the complete and competent discharge of his or her responsibilities to the school district.

Political Activities

District employees retain all rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may participate in the political process, including seeking 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.

While the District supports its employees by allowing them to exercise their rights, any impact on the employee's ability to perform his or her functions as required by the district is grounds for discipline. For further guidance regarding political conduct on school grounds, contact the superintendent and consult the board policies.

Pregnant or Parenting Students

The school district encourages students who are pregnant or parenting are encouraged to continue to participate in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting have been told to notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student and appropriate district staff to develop a plan to assist the

student in participating in district curriculum and extra-curricular activities. Such a plan may include:

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

Professional Boundaries Between Staff and Students

All district employees must follow board policy, especially Board Policy 4043-Professional Boundaries Between Employees and Students, when interacting with students in any way. 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. District employees must be aware of professional boundaries between students and staff, and they must never blur the boundaries. These standards of behavior apply to social networking sites, such as Facebook, Twitter, Instagram, etc., along with communications and interactions of any kind between staff and students.

Examples of unprofessional misconduct include: inappropriate sexual communications or interactions with students, meeting with students in private outside of school, and intruding on a student's personal space. These are a few examples of inappropriate behavior, not an exhaustive list. For further guidance, refer to the district's policies regarding professionalism and staff-student interactions.

Any teacher or student who witnesses or knows information about a district employee violating board policy should report the violation to the district administration *immediately*. Minor violations and questionable violations should be reported within 24 hours.

A violation of board policies for professionalism 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.

Professional Growth and Project PARA

The superintendent will select in-service programming to provide professional growth opportunities for classified staff.

All Paraprofessionals working for Nebraska City Public Schools MUST has one of the following:

- A high school diploma or GED
- Completion of two years of college, (48 semester credit hours), or
- Demonstrated competency, through an approved or local assessment
 - Para Pro (ETS)
 - Para Educator (Master Teacher)
 - Project Para (UNL)

Contact the Director of Student Services at the Central Office for details.

Purchasing

All requisitions for books and school supplies must be filed with the building principal. The requisition must include the name of the article being requested, where it may be purchased, how many articles are required and their cost. Requisitions must be submitted online through the purchase order requisition process. Orders should not be placed until the requisition has been approved and a purchase order processed. Failure to follow the procedure for requisitions may prevent the staff member from receiving the items requisitioned. All orders or supplies must be authorized by the administration and will be shipped to the central office for inventory, processing, and district delivery. Staff may be personally liable for any orders placed without such authorization.

Records and Reports

Staff members must refer to and comply with Board Policy No. 5016 regarding the management and maintenance of student records.

All staff members shall promptly furnish the administration with any information relating to their professional training, experience, activities or work required for reports to county, state or federal officials or for official school records. Personal information will be treated confidentially by school officials.

Recordings of Students and Classrooms

Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator. Staff should refer to Board Policy ~~5063~~ 3059 for information on audio and video recording.

School Calendar

The official school calendar is maintained in each building office. All activities and events must be scheduled and approved by the building principal. To avoid conflict, a sponsor should not call a meeting of any activity until the schedule has been checked and the meeting approved by the office.

School Property

School property is not to be lent to individuals except by permission of the superintendent.

Staff or groups who wish to use school facilities for NCPS sponsored activities should make requests to the building principal as early as possible so that they may be placed on the school calendar. Staff or groups who wish to use school facilities for non-NCPS sponsored activities should contact Central Office to make the request as early as possible.

Staff must inform the building principal of any school property that needs repair or that is lost, stolen, or damaged beyond repair. Matters regarding custodial service in the building should be handled through the principal's office.

School Vehicle Use

The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. School district employees, board members, and other elected or appointed school district officials who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. Staff should refer to Board Policy 4060 for information on the use of school vehicles.

Security

Each staff member is responsible for the security of his/her own classroom or work area. Staff must lock the doors and windows of their classrooms and/or other work areas each night.

Staff members who use the building after it has been locked by the custodian or on weekends are responsible for turning off all lights and locking all windows and doors that they or students under their supervision may have used.

Under no circumstances are pupils to be allowed in the building after school hours without faculty supervision. Keys to any school areas are not to be loaned to students under any circumstances.

Smoking on School Premises or at School Activities

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

Sniffer (Drug) Dogs

The administration is authorized to use sniffer dogs to minimize the presence of illicit items on school grounds. 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.

Social Media Usage by Staff

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. All staff members must refer to and comply with Board Policy 4012 regarding Staff Internet and Computer Use. This policy applies to both personal and school-affiliated social media use. Staff members who are uncertain about the applicability of Board Policy 4051 regarding Staff and District Social Media Use to a particular situation must confer with their supervising administrator prior to posting on social media.

Solicitation and Distribution of Merchandise

In the interest of maintaining a proper school environment and preventing interference of school purposes, employees may not sell merchandise, solicit financial contributions, solicit, or distribute literature or printed material for any non-school related cause during working time or on school grounds.

Staff Room

The staff room is maintained for the exclusive use and convenience of the staff. It is not for student use and staff members should not hold student conferences there. Each staff member will assume responsibility in keeping the staff room in an orderly and presentable condition.

Student Interviews

Employees shall refer any police officer, child protective service worker, or other similar individual seeking to speak to or interview a student to an administrator.

Telephones

School telephones are maintained for the primary purpose of conducting school business. Staff members should limit their use of school phones to brief conversations. Teachers will not be called to the telephone during class time except in the case of an emergency. Staff members may not use personal cell phones to make or receive calls or to send or receive text messages during instructional time.

Threat Assessment and Response

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

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.

- i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report threatening Statements or Behaviors.

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

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

3. Threat Assessment Team

The threat assessment team (team) shall consist of the superintendent of schools, building principal(s), guidance counselor, school psychologist, information technology personnel, and local law enforcement. Not every team member needs to 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 Emergency Operating Plan.

Transportation Request Forms

Staff members must complete transportation request forms at least five days in advance and as soon as they know they need school-provided transportation to allow the activities director adequate time to schedule drivers and vehicles. **Transportation requests should be submitted through RSchool.**

Visitors

Staff should welcome members of the public who wish to visit school, but should ensure that visitors follow the district’s requirements.

All visitors must report to the building office before visiting any classroom or other areas of the building.

Visitors must comply with the following guidelines:

- if a visitor wishes to observe a specific skill or subject, he or she will be asked to observe during a specified time period
- children under the age of 10 years must be accompanied by a parent or guardian
- all visitors must have the prior approval of the principal or superintendent
- salespeople and other such agents will not be allowed to solicit staff members during school hours
- visitors must wear a visitor’s badge supplied by the building office
- visitors will be restricted during emergency or crisis situations.

Wage and Salary Payments

2024-2025 PAYROLL DATES: For Classified Staff

<u>Date Paid</u>	<u>Time Period</u>
September 20, 2024	8/1/2024 - 8/31/2024
October 18, 2024	9/1/2024 - 9/30/2024
November 20, 2024	10/1/2024 - 10/31/2024
December 20, 2024	11/1/2024 - 11/30/2024
January 17, 2025	12/1/2024 - 12/31/2024
February 20, 2025	1/1/2025 - 1/31/2025

March 20, 2025	2/1/2025 – 2/28/2025
April 18, 2025	3/1/2025 – 3/31/2025
May 20, 2025	4/1/2025 – 4/30/2025
June 20, 2025	5/1/2025 – 5/31/2025
July 18, 2025	6/1/2025 – 6/30/2025
August 20, 2025	7/1/2025 – 7/31/2025

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance, will be withheld automatically from your paychecks. Garnishments are legal proceedings imposed by a court of law upon the school district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee’s pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you believe that an improper deduction has been made to your pay, you should immediately report this information to your direct supervisor, payroll personnel, or the Superintendent.

Staff members, by their signature on the acknowledgement page of this handbook, authorize the school district to withhold such sums from their paychecks as necessary to cover property damage, cash shortages or other amounts owed to the school district by the employee.

Weather-Related Closings

If school is called off because of inclement weather or for any other reason, it will be announced on the school alert messaging system, B103, and various TV stations.

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. Staff members should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Reporting When School is Closed

When school is closed due to inclement weather, classified staff should report to work based on their positions:

- a) **Secretaries/Clerical staff** should not report to work unless specifically directed to do so by their supervisor or the superintendent.
- b) **Paraprofessionals** should not report to work unless teaching staff are asked to report.
- c) **Custodians/Maintenance staff** should report to work.

Workplace Searches

To safeguard the property and interests of our students, employees, and patrons; to help prevent the possession, sale, and use of illegal drugs on school grounds, and in keeping with the spirit and intent of the district's drug-free workplace policy and other policies, the school district reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from school when it has reasonable grounds to do so. The school also reserves the right to search any employee's office, desk, files, locker, or any other area or article on school grounds. All offices, desks, files, lockers, and so forth, are school district property and are issued or provided for the use of employees only during their employment with the district. Inspections may be conducted at any time at the discretion of the administration. Employees who refuse to cooperate with this provision will be subject to disciplinary action up to and including discharge.

POLICIES AND PROCEDURES REGARDING CLASSIFIED STAFF

Absences and Leave

Sick Leave

~~Classified employees will receive ten (10) days of sick leave per year, accumulative to sixty (60) days.~~

During the first year of employment, sick days will be granted at the rate of one (1) sick day per month, not to exceed eight (8) days for 9, 10, and 11 month employees, ten (10) days for 12 month employees. Beginning with the second year and so forth of employment, eight (8) and ten (10) sick days respectively will be issued at the beginning of the employment period, accumulative to sixty (60) days.

The employee must submit an electronic sick leave request as soon as possible for scheduled health appointments.

Staff shall be able to use sick leave for illness of minor children residing with the employee and the serious health condition of his/her spouse, child, parent, brother, sister, grandparent, uncle, aunt, nephew and niece or in-law.

~~A staff member who is too ill to come to work or who has a qualifying family member who is too ill to be left alone must notify the district substitute coordinator after 6:00am the day of the absence, or prior to 10:00pm the evening before the day of the absence. In addition, The employee must submit an electronic sick leave request as soon as possible.~~ Classified employees shall not be paid for accrued unused sick days at the end of the school year or in the event of termination of employment.

Sick leave can be granted at a minimum of 1/2 day increments (AM or PM), or full day.

Bereavement Leave

Up to three (3) days of paid leave per occurrence shall be granted to each employee in the event of death of an employee's spouse, child, parent, grandparent, brother, sister, uncles, aunts, nephews, nieces or in-law.

Additional leave, if necessary, shall be taken from sick leave.

Up to one day of paid leave per school year will be granted in a case where it is deemed necessary to attend a funeral of a non-relative by the employee and approved by the Administration.

An obituary notice and/or something similar may be required and sent to payroll before bereavement leave can be approved as paid leave.

Personal Leave

Employees will ~~All twelve-month employees~~ receive **three (3)** personal days **at the beginning of their employment period** ~~each July~~. Personal days cannot be accumulated from year to year. **Unused days will be transferred to Sick Leave at the end of their employment period.** Personal leave is available to the employee only during the regular period of employment.

12 month employees with unused personal leave at the end of June, may choose to use the personal leave in the month of July of the same calendar year. At the end of July unused personal leave for 12 month employees will be transferred to Sick Leave.

~~For nine, ten, and eleven-month classified employees, three (3) days of personal leave per school year may be taken from existing sick leave. If the days are not used as personal leave, they will remain in effect as sick leave days.~~

Personal leave must be approved **at least five (5) days** in advance by the employee's immediate supervisor or the Superintendent. ~~There shall be no carryover of personal days from year to year. Personal days must be used before leave without pay is granted. The employee must notify the substitute coordinator at least five (5) days in advance of the planned personal leave absence.~~

Personal days cannot be used to extend the following holidays for **9, 10 and 11 Month Employees**: New Years Day; Labor Day; Thanksgiving Day; and Christmas Day

Leave can be granted at a minimum of 1/2 day increments (AM or PM), or full day.

Leave Without Pay

All **eligible** paid leave must be exhausted prior to leave without pay being granted.

Disability Leave (Short-Term)

Short-term disability leave will be treated in the manner required by state and federal law and consistent with the negotiated agreement with the school district's local education association. Short-Term Disability leave will run concurrently with FMLA leave.

Family and Medical Leave (FMLA)

Qualified employees will be provided leave under the Family and Medical Leave Act (FMLA) as provided in board policy. The school district will utilize the "rolling" 12-month period measured²¹

Jury and Witness Duty Leave

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. Note: when entering leave electronically use "other" as the leave choice and notify the business office.

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.

Military Leaves of Absence

Leaves of absence without pay for military or Reserve duty are granted to all employees as required by law. An employee who is called to active military duty or to Reserve or National Guard training or who volunteers for the same should submit copies of the military orders to the Superintendent as soon as is practicable. 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) and the Nebraska Family Military Leave Act will be governed by the board's policies. Note: when entering leave electronically use "other" as the leave choice and notify the business office.

Professional Organization Leave

An employee who is an officer, director, or member of a working committee of a local state, regional or national professional organization relevant to education may be granted occasional professional leave without loss of pay to fulfill such duties upon prior permission of the building principal and/or direct supervisor.

Vacation

All full-time, 12 month classified personnel shall be entitled to paid vacation as defined:

1. After completing one (1) year of full-time service, the employee shall receive ten (10) eight-hour days.
2. After completing the tenth year of full-time service, the employee shall receive fifteen (15) eight-hour days.
3. After completing the twentieth year of full-time service, the employee shall receive twenty (20) eight-hour days.

Vacation must be requested at least two weeks prior to the date(s) requested.

Vacation time is not cumulative from year to year. You cannot carry-over vacation days from one year to the next. Vacation days run from your anniversary month to anniversary month.

Example: Hired November 2010, you will receive 10 vacation days in November 2011, they must be used before November 2012.

All vacation schedules are subject to supervisory approval and must be taken no later than one year following eligibility. Scheduled vacation not taken due to a district emergency will be allowed for rescheduling beyond the one-year limitation.

NOTE: If at all possible, vacations should only be scheduled when school is not in session.

~~Full-time employees hired prior to 2003, vacation days are renewed on July 1. Full-time employees hired after 2003, vacation days are renewed on their anniversary month.~~

Vacation days must be used before leave without pay is granted.

Employees shall be compensated for unused days of vacation leave upon the ending of employment with the District at a rate of one dollar (\$1.00) per unused vacation day.

Holidays

1. Twelve (12) Month Classified Employees:

New Years Day; Good Friday; Memorial Day; July 4th; Labor Day;

Thanksgiving Day; Friday following Thanksgiving Day; and Christmas Day

Eight (8) additional paid floating holidays upon approval of his/her supervisor to be used on days when teachers are not in session. Floating holidays cannot be accumulated from year to year.

2. Eleven (11) Month Classified Employees:

New Years Day; Memorial Day; Labor Day; Thanksgiving Day; Friday following Thanksgiving Day, and Christmas Day

3. Ten (10) Month Classified Employees:

New Years Day; Memorial Day; Labor Day; Thanksgiving Day; Friday following Thanksgiving Day; and Christmas Day

4. Nine (9) Month Classified Employees:

New Years Day; Labor Day; Thanksgiving Day; and Christmas Day

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

~~Personal days cannot be used to extend the following paid holidays: New Years Day; Labor Day; Thanksgiving Day; and Christmas Day.~~

Classified employees will generally be required to work their regularly scheduled hours the workday preceding and following the holiday in order to be eligible to receive holiday pay, unless approved by the Superintendent.

Hours

Work hours vary with the classified staff member's department and position. Meetings will occasionally be scheduled before or after normal working hours. It is vital that the district's employees arrive at work punctually and consistently. Staff members who are chronically late or excessively absent will be disciplined, up to and including discharge.

Overtime and Compensatory Time

All classified staff members must keep an accurate record of all hours worked for the district. The only exceptions are those who have been notified in writing that they are exempt from this time-keeping requirement. Classified staff should not work more than forty hours in a given week without the express permission of their immediate supervisor. Those who accrue more than forty hours in a given workweek will receive overtime or compensatory time, pursuant to board policy.

At-Will Employment

Classified staff members are employed "at-will." Either you or the school district may terminate your employment at any time, for any reason, with or without cause or notice. Employees are employed until they have submitted their resignation, been terminated, or informed that they will not return. This handbook is not a contract, express or implied, guaranteeing employment for any specific duration.

Timecards

It is the responsibility of the employee to clock in when they begin work each day, clock out when they are not working, and to clock out and back in

for a minimum half hour lunch each day, when they are scheduled to work a shift of six consecutive hours or more per day.

Classified employees working additional hours related to their respective position should clock in. If additional work hours are for duties outside employee's respective position, they should complete an extra pay sheet, sign, have building administrator sign, and submit to Payroll at Central Office.

If an employee forgets to punch in or out, they must fill out a timecard adjustment form so that their timecard can be corrected. This must be done within two business days of the missed punch. Under no circumstances should an employee quit clocking in and out because they missed a punch. Once payroll has received the timecard adjustment form and entered the missed punch, the timecard will be correct.

All classified employees are given a schedule to work at the time of hire. The employee's supervisor must approve any deviation from the schedule (additional hours, no lunch, or a missed punch on a timecard), and employee should add a note to their timecard and complete a timecard adjustment form.

Timecard adjustment forms are available in the building offices or in the staff drive on the school website. It is the employee's responsibility to view his/her timecard on a regular basis and let payroll know in writing with a timecard adjustment form if hours are incorrect. Employees who do not deliver their timecard adjustment forms to payroll within two business days of the correction are considered in neglect of duty and are subject to reprimand and/or immediate dismissal. Under no circumstances will an employee receive pay for hours not substantiated by a missed punch form and approved by their building administrator with the time noted in this paragraph.

Fringe Benefits

Employee Assistance Program (EAP)

Everyday life can be stressful and can affect your health, well-being, and performance. Fortunately, our Employee Assistance Program can aid in finding solutions. When facing personal problems, you might struggle with where to turn for help. The first step is usually the hardest, and guidance is often the key. That's why National Insurance Services (NIS) offers an Employee Assistance Program (EAP). An EAP offers a confidential place to find the answers that work for you.

EAP Services are Available to you in two ways. Phone 866.451.5465
Online: www.niseap.com Login: NISEAP | Password: EAP
Claimant Assist Services are Available 866.472.2734

Workers' Compensation

The district will participate in workers compensation as required by statute. All employees of the school district will be covered by workers' compensation regardless of type of assignment, length of assignment or hours worked per day.

The selected workers' compensation plan will provide coverage for medical expenses and wages to the extent required by statute to qualifying employees. The amount of workers compensation wage replacement and sick leave benefits shall not exceed a regular daily rate of pay.

Staff must inform the building office immediately of all accidents and/or injuries to students or staff. If a staff member is injured at work, the staff member must notify ALICAP's Sedgwick Clinical Consultation at 1-855-364-9865, Option 1 as soon as possible.

Retirement (NPERs)

As a qualifying member of the School Retirement System, you are required by law to contribute a minimum of 9.78% of your gross compensation.

The district is required by law to match your contributions at the rate of 101%. These contributions are not credited to your individual retirement account, but provide funding for a portion of your benefit at retirement.

Please refer to www.npers.ne.gov for more information. Or call 800.245.5712

Any classified staff member working 20 hours a week or above shall be subject to the School Employees Retirement Act mandatory payroll deduction, as administered by the Nebraska Public Employees Retirement System.

Health, Dental and Life Insurance

Health, dental and life insurance is provided for some classifications of full-time and part-time employees.

Employees working 30 hours or more per week are eligible for benefits the 1st day of the month following employment start date.

The district provides the following insurance coverage for 11 and 12 Month Classified Staff.

BCBS EHA PPO Plan \$1,200 Deductible or \$0.00 Deductible with Alternative Networks

OR

BCBS EHA HSA Plan \$3,800 Deductible or \$2,500 Deductible with Alternative Networks.

<u>Category</u>	<u>Health</u>	<u>Dental</u>	<u>Life</u>
A	Family	Single	\$15,000
B	Single/Spouse	Single	\$15,000

This district provides the following insurance coverage for 9 and 10 Month Classified Staff.

BCBS EHA HSA Plan \$4,000 Deductible

<u>Category</u>	<u>Health</u>	<u>Dental</u>	<u>Life</u>
C	Single (Employee Pays \$160 Per Month)	Single	NA

For descriptions of these plans refer to www.ehaplan.org

Section 125 Flex Pay Plan

Staff may enroll in the district's Section 125 Plan-Omnify Benefit Services.

1. FSA -Unreimbursed medically related expenses, which include medical, dental, and vision care expenses that you or your family members incur.
2. DCA -Dependent care expenses, such as childcare, after school care, nursery school tuition or adult day care.

Please refer to the District's Employee Benefit Guide for more details.

Vision Insurance

Staff may enroll in the district's Vision Plan-VSP, Inc. This is at the employee's expense. Please refer to the District's Employee Benefit Guide for more details.

Accident/Critical Illness Supplemental Insurance

Staff may enroll in the district's supported offerings with Transamerica. This is at the employee's expense. Please refer to the District's Employee Benefit Guide for more details.

Classified Contract Schedule 2024-2025

9 month (180 Days, 7.5 hours per day max)

ELL Para, Para II, Para II Clerical, Para III

180 Days

- 4 Holidays
(Labor Day, Thanksgiving Day, Christmas Day, New Years Day)
 - 171 Student days
 - 3 Inservice days prior to school August 8, 9, 12
 - 1 Inservice day prior to second semester January 6
 - 1 Virtual Professional Development Day, April 21
- Note: all other inservice (days and early outs) not contracted
With Admin approval may work

9 month (184 Days, 8 hours per day max)

Media Assistant / Study Hall

Administrative Assistant to the Activities Directors

Health Aid

184 Days

- 4 Holidays
(Labor Day, Thanksgiving Day, Christmas Day, New Years Day)
 - 171 Student days
 - 3 Inservice days prior to school August 8, 9, 12
 - 1 Inservice day prior to second semester January 6
 - 1 Virtual Professional Development Day, April 21
 - 4 Days in the summer(recommended 2 in August and 2 in May)
- Note: -all other all day inservice days are not contracted
-With Admin approval may work
-High School Media Assistant and AD Admin Assistant may work 4 additional days in the summer, total of 8, to prepare 1 to 1 computer and activities schedules/contracts

10 month (212 Days, 8 hours per day max)

Secretary I - HS Guidance Secretary

Secretary II - Northside and Hayward Building Secretary

212 Days

- 6 Holidays
(Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Years Day, Memorial Day)
- 186 Teacher days (includes virtual professional development day)
- 20 Days in the summer (contract begins Aug 1 thru July 31)

11 month (222 Days, 8 hours per day max)

Secretary III - MS and HS Building Secretary

222 Days

6 Holidays

(Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Years, Memorial Day)

186 Teacher days (includes virtual professional development day)

30 Days in the summer (contract begins Aug 1 thru July 31)

12 month (260 days, 8 hours per day max)

Central Office and Maintenance Staff

260 Days (includes virtual professional development day)

8 Holidays and 8 Floating Holiday

(Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Day, New Years, Good Friday, Memorial Day, 4th of July)

NEBRASKA CITY PUBLIC SCHOOLS 2024-2025 CALENDAR

Officially approved by BOE March 11, 2024

Officially approved by BOE March 11, 2024													
August 2024							January 2025						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
Aug 7th: New Teacher Inservice							Jan 1st-3rd: Winter Break (No School)						
Aug 8th-12th: Teacher Inservice							Jan 6th: Teacher Inservice (No School)						
Aug 13th: Grades K, 3, 6, 9 School Begins; Early Dismissal							Jan 7th: School Begins						
Aug 14th: All Grades Begin; Early Dismissal							Jan 22nd: Early Dismissal; Teacher Inservice						
Aug 21st: Preschool Begins													
September 2024							February 2025						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
Sept 2nd: Labor Day (No School)							Feb 3rd: Teacher Inservice (No School)						
Sept 18th: Early Dismissal P/T Conferences							Feb 19th: Early Dismissal; Teacher Inservice						
Sept 19th: No School P/T Conferences													
Sept 20: No School													
October 2024							March 2025						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
Oct 7th: Teacher Inservice (No School)							Mar 3rd: Teacher Inservice (No School)						
Oct 18th: End of First Quarter							Mar 7th: End of 3rd Quarter						
Oct 23rd: Early Dismissal; Teacher Inservice							Mar 12th: Early Dismissal P/T Conferences						
							Mar 13th: No School P/T Conferences						
							Mar 14th: No School						
November 2024							April 2025						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
Nov 4th: Teacher Inservice (No School)							Apr 7th: Teacher Inservice (No School)						
Nov 27th-29th: Thanksgiving Break (No School)							Apr 17th: Early Dismissal; Teacher Inservice						
							Apr 18th: Spring Break (No School)						
							Apr 21st: Teacher Inservice Virtual PD (No School)						
December 2024							May 2025						
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa
Dec 2nd: Teacher Inservice (No School)							May 11th: Graduation						
Dec 20th: End of 2nd Quarter and 1st Semester; Early Dismissal; Teacher Inservice							May 15th: POSSIBLE End of 4th Quarter and 2nd Semester/Last Day of School (Early Dismissal)						
Dec 23rd - 31st: Winter Break (No School)													

Early Dismissal School Times
 Northside: 8:10am to 1:15pm
 Hayward: 8:15am to 1:20pm
 Middle School: 8:05am to 1:25pm
 High School: 8:00am to 1:30pm

Central Office: 402-873-6033
Northside: 402-874-9193
Hayward: 402-873-6641
Middle School: 402-873-5591
High School: 402-873-3360

Student Days

1st Q	45	3rd Q	43
2nd Q	40	4th Q	43
1st Sem	85	2nd Sem	86
School Year		171	

School Times
 Northside: 8:10am to 3:20pm
 Hayward: 8:15am to 3:25pm
 Middle School: 8:05am to 3:32pm
 High School: 8:00am to 3:40pm

It's a great day to be a Pioneer!



No Students
Early Dismissal

- No School
- P/T Conferences
- Teacher Inservice
- School Begins
- End of Quarter
- Preschool Begins
- Graduation

	JOB TITLE	%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
CATEGORY A	ADMIN ASST II	1.5	21.68	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90	26.42	26.95	27.49	28.04	28.60
	ADMIN ASST I	1.4	20.23	20.63	21.05	21.47	21.90	22.34	22.78	23.24	23.70	24.18	24.66	25.15	25.66	26.17	26.69
	Secretary IV (12 MO)	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
CATEGORY B	MAINTENANCE	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	SEC III (11 MO)	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	MAINTENANCE UTILITY	1.15	16.62	16.95	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.08	21.50	21.93
CATEGORY C	SIGN LANG INTERPRETER	2.175	31.43	32.06	32.70	33.35	34.02	34.70	35.39	36.10	36.82	37.56	38.31	39.08	39.86	40.66	41.47
	SLP ASSISTANT	1.6	23.12	23.58	24.05	24.54	25.03	25.53	26.04	26.56	27.09	27.63	28.18	28.75	29.32	29.91	30.51
	SEC II (10 MO)	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	ELL PARA	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	MEDIA ASST/STUDY HALL	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	HEALTH AIDE	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	ADMIN ASST-Activities Director	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	SEC I	1.2	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56	21.99	22.43	22.88
	PARA III-PRESCHOOL	1.15	16.62	16.95	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.08	21.50	21.93
	VAN DRIVER	1.1	15.90	16.21	16.54	16.87	17.21	17.55	17.90	18.26	18.62	19.00	19.38	19.76	20.16	20.56	20.97
	PARA II/ CLERK	1.05	15.17	15.48	15.79	16.10	16.42	16.75	17.09	17.43	17.78	18.13	18.50	18.87	19.24	19.63	20.02
	PARA I	1	14.45	14.74	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.61	17.97	18.33	18.69	19.07
	CUSTODIAN	1	14.45	14.74	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.61	17.97	18.33	18.69	19.07
CATEGORY D	ACCOMPANIST	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	SUMMER MAINT	1.1	15.90	16.21	16.54	16.87	17.21	17.55	17.90	18.26	18.62	19.00	19.38	19.76	20.16	20.56	20.97

§ 0.40 hourly stipend added to the base of any positions for services identified by our student population and needs to include, but not limited to bilingual services, ability and availability to translate and transportation services approved by Superintendent

STAFF DIRECTORY

Members of the Board of Education:

Jim Nemece..... President
 Lisa Chaney..... Vice-President
 Kent Blum..... Member
 Jeff Fields..... Member
 Stacie Higgins..... Member
 Don Loseke..... Member
 Brent Shanholtz..... Member
 Nick Schmitz..... Member
 Rob Elson..... Member

Administrative Staff:

Mark Fritch Superintendent
 Jason Hippen Director of Student Services and Assessment
 Brian Hoover High School Principal
 Matt Thompson High School Assistant Principal/Activities Director
 Ethan Pellatz Middle School Principal
 David Purdham Middle School Assistant Principal/Activities Director
 Scot Davis Hayward Elementary Principal
 Kris Kaiser Northside Elementary Principal

Central Office Staff:

Kate Sherwin Coordinator of Engagement/Curriculum and Instruction
 Brenda Wieckhorst Business Manager
 Dana Stovall Administrative Assistant
 Carla Zaroban Superintendent's Administrative Assistant
 Ahna Nelson Student Services Administrative Assistant/Registrar
 Dani McCown Administrative Assistant

EMERGENCY CRISIS STATEMENT

In the event of unique challenges and circumstances posed by an emergency or crisis situation and/or promulgation of expansive federal and/or state regulations, the rules and information provided in this handbook may be supplemented or amended by the Superintendent or Board of Education at any time, consistent with applicable law and board policy.

All staff shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of the Nebraska City Public Schools Classified Staff Handbook, which includes the district's drug-free workplace policy statement. I understand that, as a condition of my employment, I am required to read and abide by the provisions of the handbook and by all board policies governing my employment. Further, if I have any questions about any provision of this handbook or any board policy, I should confer with my supervisor or building principal.

Signature

Date

NEBRASKA CITY PUBLIC SCHOOLS



Certified Staff Handbook

2024-2025

Approved July 8, 2024 Regular Board Meeting
Effective July 9, 2024

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INTRODUCTION

This handbook provides information to certified persons employed by the school district and are referred to in this handbook as employees, staff, or staff members. It is designed to provide practical information about the daily operation of the schools in the district and contains building and district directories, safety and emergency information, as well as district policies and procedures. Each staff member should carefully review this handbook. The administration and the board of education continually review policies and procedures, so staff members should discuss comments, concerns, or suggestions about this handbook with their building principal or another member of the administrative staff.

This handbook does not create a "contract" of employment. Staff positions and assignments that do not require a teaching certificate or are not otherwise governed by the teacher tenure laws may be ended or changed on an at-will basis notwithstanding anything in this handbook or any other publication or statement, except a contract approved by the board of education.

Many situations may arise that are not covered by this handbook. In those instances, staff members should use their own good judgment or consult with the administration. If any information contained in this handbook conflicts with board policy or state statute, the policy or statute will govern.

The provisions in this handbook are subject to change at the sole discretion of the Superintendent and the Board of Education. From time to time, you may receive updated information concerning changes in the handbook. These updates should be kept within the handbook so that all procedures can be kept up to date. If you have any questions regarding this handbook, please ask your supervisor or the Superintendent for assistance.

Your suggestions about ways to improve the school are welcome and will always be considered.

NOTICE OF NONDISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The school district prohibits sex discrimination in any education program or activity in any education program or activity that it operates.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their disability, or that have other related concerns or questions, should contact the ADA/Title II Coordinator: Jason Hippen at 402-873-6033 (phone number), jhippen@nebcityps.org (e-mail address) or in person at school.

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their sex, or that have other related concerns or questions, should contact the Title IX Coordinator: Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 14th Avenue, Nebraska City NE 68410 or in person at school. The School District's specific Notice of Nondiscrimination on the Basis of Sex may be accessed at the following link: [\[Insert Link to Title IX Notice of Nondiscrimination\]](#)

Individuals who believe that they have been the subject of unlawful discrimination or harassment due to their race, color, or national origin, or that have other related concerns or questions, should contact the Title VI Coordinator: Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 14th Avenue, Nebraska City NE 68410 or in person at school.

Individuals who believe that they have been the subject of any other unlawful discrimination or harassment should contact Jason Hippen at 402-873-6033, jhippen@nebcityps.org, 1700 14th Avenue, Nebraska City NE 68410 or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

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

DRUG-FREE WORKPLACE REQUIREMENTS

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.

An employee must notify his/her supervisor of any conviction of a criminal drug statute for a violation occurring in the workplace within five days. The failure to report such a conviction will be grounds for 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.

This notice meets the requirements of Policy 4002-Drug Free Workplace.

~~The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance during working hours is prohibited by personnel of the school district. The use of such substances by the personnel of the school district during working hours poses a danger to the students and other school personnel.~~

~~Prohibited drug activity on school premises or at any school sponsored activity or event shall include engaging in the unlawful possession, selling, or~~

~~dispensing of look-alike drugs, controlled substances, or alcoholic liquor. Look-alike drugs are those drugs that are not controlled substances but are represented as such, including chemicals that elicit the same effect such as K2 or spice. Personnel who are guilty of drug abuse violations in the workplace shall be given a list of agencies for drug counseling and rehabilitation. Employees of the school district shall have appropriate personnel action taken against them, up to and including immediate cancellation of their employment, in the event of drug use, as defined herein, on school premises or at any school-sponsored activity or event.~~

~~Each employee of the school district shall have available to them a copy of this policy relating to a drug-free work environment. It shall be a condition of employment with the district that all employees abide by the terms of this policy. Any employee of the school district shall notify the administration of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Within 30 days of receiving notice from an employee of the school district who has been convicted of any criminal drug statute violation occurring in the workplace, appropriate personnel action against such employee, up to and including termination, or requiring such employee, at the employee's expense, to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency, shall occur.~~

~~The purpose of this policy is to prohibit the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance by any employee of the school district during that employee's working hours or while that employee is on duty. Accordingly, the term "workplace" includes every location where a school district employee may be found during his or her working hours or while he or she is on duty, whether or not such location is on school district property or within the geographic limits of the school district.~~

POLICIES AND PROCEDURES REGARDING ALL STAFF

Accidents and Injuries

Staff must inform the building office immediately of all accidents and/or injuries to students or staff, **and complete the appropriate accident form that is available from the office. The accident form must be returned to the office within twenty-four hours.** If a staff member is injured at work, the staff member must notify ALICAP's Sedgwick Clinical Consultation at 1-855-364-9865, Option 1 as soon as possible.

Activity Accounts and Fundraising

Activity accounts are handled through the superintendent's office. No student or sponsor may make any purchase without a signed purchase order from the superintendent. **Purchases made without permission are the personal obligation and responsibility of the purchaser.**

The superintendent is responsible for authorizing any fundraising on the part of student activities. **No fundraising may occur without express administrative permission.**

Activity Tickets

All staff, spouses, and their school-age children will be admitted to home games free of charge. Conference activity tickets will be issued to staff with advance notice through the building offices.

Agents, Salesmen and Other Business Representatives

All business representatives calling on school matters must obtain permission from the superintendent or building principal before conferring with staff. Staff must determine whether the business representative has been granted permission before discussing business matters. Classroom teachers may not interrupt class work to confer with such representatives.

Staff may not use school time or school facilities for any personal activity for personal financial gain or confer with any business representative for personal business during school time.

Announcements and Circulars

No announcements shall be made before any school group without authorization of the principal or superintendent.

Any circulars or advertising displayed within the school shall have the approval of the building principal or superintendent before posting.

Board Policies, Rules, and Directives

The board of education has adopted policies that govern the operation of the school district. A complete policy manual is available online on the district's website and it will be updated as the board adopts new policies or revises existing policies. In particular, the 4000 series deals with policies that affect personnel. **Additionally, the Board has authorized the Superintendent and his or her designee to adopt rules and directives regarding the conduct of students, staff, and other persons. Many of these rules and directives are published in the Student Handbook, Staff Handbook, and Activity Handbook, respectively. Each of these handbooks are available on the district's website and in the main administrative office. By signing below, you agree that you have read and understood these policies, handbooks, rules, and**

directives, their application to you, and that you have had an opportunity to discuss any questions with the administration.

Child Abuse

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. **Employees shall also personally report or cause a report to be made to local law enforcement or to the Department of Health and Human Services.**
2. **When the principal makes a report of suspected child abuse or neglect, he/she shall inform the employee(s) who made the initial report.**
~~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. **Nothing in the paragraph above shall hinder a school employee from fulfilling his/her/their obligation to report suspected abuse or neglect if he, she or they have reasonable cause to believe that a child has been abused or neglected.**
4. 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.

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 **at the lowest level of the chain of command**. When those 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. **Allegations of sex discrimination covered by Title IX will be addressed through the board's Title IX policy.**

References to "coordinator" in this policy refer to the board-designated coordinator for the applicable area, such as the Section 504 Coordinator for allegations of disability-based discrimination.

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 the complainant believes speaking directly to the person would subject the complainant to discrimination or harassment.

2. The second step is for the complainant to speak to the building principal, coordinator, superintendent of schools, or president of the board of education, as set forth below. **Anyone with questions about the appropriate person to speak with may request clarification from the superintendent.**

- 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 **applicable** 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 coordinator, the administrator or coordinator shall **first determine whether another applicable procedure is required by policy or law and if so, direct the complaint to the appropriate person to follow that procedure. If not, the administrator or coordinator will** promptly and thoroughly investigate the complaint, and shall:

- e) Determine whether the complainant has discussed the matter with the respondent.
 - 1) If the complainant has not, ~~the administrator or Title IX/504 coordinator will~~ urge the complainant to discuss the matter directly with the respondent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the respondent, the administrator or coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
- f) Strongly encourage the complainant to reduce his or her concerns to writing.
- g) Interview the complainant **and, if necessary, the respondent against whom the complaint is filed**, 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.
- h) 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 coordinator received the complaint.

4. If either the complainant or respondent is not satisfied with the decision, he or she may appeal the decision to the superintendent. **The superintendent may assign a qualified designee to hear any appeal. This**

provision applies to appeals under the board's policies governing complaints of discrimination or harassment, including Title IX and any other policy with a separate grievance or complaint procedure, unless that other procedure includes its own appeal process. All requirements for appeals within any other policy apply, and in addition to those requirements, the following also apply.

- i) This appeal must be in writing.
- j) This appeal must be received by the superintendent no later than three (3) calendar days from the date of the ~~administrator or Title IX/504 coordinator communicated his/her decision to the complainant.~~
- k) For complaints addressed through other applicable procedures that do not include a separate investigatory process, the superintendent will investigate as he or she deems appropriate.
- l) The superintendent will prepare a written decision and provide it to the complainant and any other person entitled by law to receive the appeal decision. For complaints involving discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent received complainant's written appeal. Appeals to the superintendent from complaints involving discrimination or harassment are final once the superintendent delivers the written decision, as are all other appeals/complaints to the superintendent unless the complaint can be appealed on the limited grounds to appeal to the board below.

5. The board's role is to set policy, establish and implement a budget, and evaluate the superintendent. The board does not manage the daily operations of the school district entrusted to its administration unless required by law or policy. Because of the board's statutory roles, it does not hear complaints or appeals that may involve oversight or discipline of students, staff, or others, unless those involve the superintendent as discussed below. The board does not hear complaints or appeals based on allegations of discrimination or harassment unless otherwise required by law. The board will hear appeals only in the following circumstances:

- a) When the complaint is about a board policy, not implementation of the policy;

- b) When the complaint involves the budget or school expenditures that have been or must be approved by the board; or
- c) When the board is required by law, policy, or contract to hear a complaint or appeal.

If a complaint involves those limited grounds and a party is not satisfied with the superintendent's decision regarding the complaint or appeal, he or she may appeal the decision to the board.

- d) This appeal must be in writing.
- e) 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.
- f) 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 allegations against the superintendent shall be promptly and thoroughly investigated by the board president or a designee.
- g) The board president will notify the complainant and any other person legally required to receive the decision in writing of its decision. If the complaint involves discrimination or harassment allegations against the Superintendent, the board president shall submit the decision within 180 calendar days after receiving the written appeal.
- h) There is no appeal from any decision of the board unless authorized by law.

2. Formal complaints about the superintendent shall be filed with the president of the board. However, complaints about the superintendent do not include disagreement with the superintendent's decision on appeal based on a complaint of discrimination, harassment, or action of any other employee who is not the superintendent. Upon receipt of a complaint, the board president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

- a) Coordinate with school district staff, other than the superintendent, to determine if another procedure in policy or

law requires the complaint against the superintendent to follow another procedure. If so, the board president will coordinate handling the complaint through that procedure. If another procedure applies, such as in the case of allegations of sex discrimination against the superintendent, the board president or, at his or her discretion, the full board will serve only to hear any appeal by a party to the complaint.

b) Determine whether the complainant has discussed the matter with the superintendent.

1) If the complainant has not, the board president or designee will urge or require the complainant to discuss the matter directly with the superintendent, if appropriate or required.

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 or must be pursued further.

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 by the full board.

d) Respond to the complainant or appeal. If the complaint or appeal involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the president received the complaint.

e) Appoint or contract with other individuals qualified to assist the board through this process or any other applicable procedure used to address allegations against the superintendent.

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 to 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.

~~m) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.~~

~~n) 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 the complainant's written appeal.~~

~~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.~~

- ~~e) This appeal must be in writing.~~
- ~~p) 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.~~
- ~~q) 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.~~
- ~~r) 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 receives the complainant's written appeal.~~
- ~~s) There is no appeal from a decision of the board.~~

~~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:~~

- ~~t) 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.~~~~
- ~~u) Strongly encourage the complainant to reduce his or her concerns to writing.~~

~~v) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.~~

~~w) 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.~~

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

Computers and the Internet: Acceptable Use by Staff

Internet access is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. Staff members must refer to and comply with Board Policy 4012 regarding Staff Internet and Computer Use. Staff should also refer to the district's Policy 4051-Staff and District Social Media Use.

Conflict of Interest

All staff members are subject to the board's policy governing conflict of interest. That policy provides, in part, that 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.

Contact Information

Staff are required to keep the district informed of any change in their name, address, telephone or other contact information. Contact the Business Office to report a change.

Copyright and Fair Use

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

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Staff who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their building principal, review the school district's copyright compliance policy, and review *Reproduction of Copyrighted Works by Educators and Librarians* from the U.S. Copyright Office found at <https://www.copyright.gov/circs/circ21.pdf> and *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

Corporal Punishment

Corporal punishment is the infliction of bodily pain as a penalty for disapproved behavior, and is prohibited by law. Some physical contact is inevitable, and most of it is appropriate. Corporal punishment does not include the use of physical force that is reasonable and necessary to (1) protect school employees; (2) protect students or property; or (3) remove a student from a situation that endangers the student, persons, or property. Staff members should promptly report any event that required the use of physical force to their building principal.

Crisis Response Team

Any staff member appointed by the district administration will serve on the Crisis Response Team as outlined in the board policies. The Crisis Response Team serves a vital role in supporting the district's staff and students. It is the responsibility of the appointed staff member to discuss with the district administration any circumstances that may affect the staff member's ability to perform the tasks required by board policy.

Discrimination and Harassment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating

an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with an employee's school performance, or (3) otherwise adversely affects an employee's employment opportunities. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following 504 Coordinator: [Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org](mailto:jhippen@nebcityps.org) or in person at school. Employees who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: [Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org](mailto:jhippen@nebcityps.org) in person at school. Employees who believe that they have been the subject of any other unlawful discrimination or harassment should contact [Mr. Jason Hippen at 402-873-6033, jhippen@nebcityps.org](mailto:jhippen@nebcityps.org) or in person at school. Employees may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Driving (both school and personal vehicles)

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license, **proof of insurance**, and **subject to a background check**. Staff members are to contact the district office to request to drive a school vehicle and to complete procedures authorizing such. Staff members who transport students will annually complete all the requirements of NDE Rule 91 in advance. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use cell phones while driving a school vehicle or while transporting students. Please see the school district's policy on school vehicle use for further information.

Drivers for the school district must be free from drug and alcohol use or abuse. The school district will test drivers as permitted under state and federal law and in accordance with board policy.

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow emergency verbal communication for specific district-related work based upon employees' duties and responsibilities.

Dress Code

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.

Certified staff, paraeducators and office staff should generally dress in business casual attire that is clean and professional.

Custodial, maintenance and transportation staff should dress in attire appropriate to the work they are performing.

Certified staff, paraeducators and office staff **may not** wear the following types of clothing during the traditional school day from 7:45 a.m. to 4:00 p.m. when students or visitors are in attendance, when attending workshops, conferences, or inservice days, or when the employee is supervising, directing or coaching students when the public is in attendance:

- For men: shirts worn without collars, except when the shirt has a logo which identifies the school and/or the school's mascot, and unless the shirt can be deemed professional by other standards.
- Sweat, jogging and wind suits, except when teaching a physical education activity in the gymnasium or 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.
- Jeans of any color except at athletic or other activity practices.
- Hats or sunglasses except when worn outside for sun protection.
- Any attire that is excessively wrinkled or torn, so that it is no longer neat and professional.
- Any clothing that is excessively revealing, tight fitting, or immodest and may distract other employees or students in the learning environment.

Jeans of any color may be worn on Fridays, which is considered a "dress down" day. The superintendent may also authorize jeans to be worn on other additional designated days to celebrate achievements, recognize special events, or promote school spirit. Such days may only be designated and authorized by the superintendent.

The superintendent or principal shall maintain the discretion to make

determinations on staff dress and appearance. The superintendent 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”, school celebrations, special events, or field days). Any violation of school policy and rules may result in disciplinary action.

Drug and Alcohol Testing

School district administrators who suspect that drugs or alcohol may be present in a staff member’s system may require the staff member to provide a body fluid or breath sample as provided in Nebraska law. Staff members who refuse a lawful directive to provide a body fluid or breath sample may be subject to disciplinary or administrative action by the employer, including denial of continued employment.

Duty to Report

School personnel shall self-report any of the following to the District’s Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation for child abuse and/or neglect;
- Any complaint or other administrative that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee’s driver’s license or ability or authority to operate a motor vehicle if the employee’s job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

Expenses

The board of education will reimburse staff for all approved expenses incurred in attending to school business. Reimbursement for mileage, supplies, overnight travel expense, and credit course reimbursement fees

are processed on an expense report form that is available at Central Office. Appropriate receipts must be attached.

To be reimbursed for an item or for personal car use, staff members must complete a reimbursement claim form, attach receipts and submit it to the Superintendent for approval.

All claims for reimbursement must be approved by the board, so some delay is probable. Mileage reimbursement will be denied if a school vehicle was available.

In-School Communication

Every staff member will be assigned a mailbox in the building where he or she works. Staff members are expected to check their mailboxes daily.

A great deal of information is distributed to staff via the school's e-mail system. Each staff member must check his or her e-mail account frequently throughout the school day. Staff members are allowed to use their school e-mail accounts for a moderate amount of personal e-mail correspondence. However, sending or receiving personal e-mail during class time is prohibited, regardless of whether that personal e-mail is received on the staff member's school e-mail account or a personal account.

Intellectual Property

All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, 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. The district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

Keys

Staff will not lend or have any duplicate keys made of any school key. Staff will make sure all doors are locked when they enter or leave the building other than regular school hours and are responsible for setting the security system after hours.

Staff members are responsible at all times for all keys issued to them and must keep their keys in a secure location or ~~on the employee's person in their personal possession.~~ Each classroom teacher must check that the doors and windows in his or her room are closed and locked at the end of the school day. Staff must report lost or stolen keys to the building principal immediately.

Locker Room Supervision

Staff members must review and comply with the board's Policy 4062- Locker Room Supervision.

Maintenance & Cleaning Request Forms

Staff members should fill out maintenance requests forms just as soon as they need or see a maintenance problem. Maintenance requests should be submitted through **RSchool**.

Meals Program

Staff may take advantage of meals offered through the district's foods program. Staff may purchase lunches from the school cafeteria at the daily Board approved rate. The lunch price includes one carton of milk. Extra cartons may be purchased at the daily Board approved rate. Staff members must deposit funds in their lunch accounts before purchasing meals. Staff members will not be allowed to run a deficit in their lunch accounts. **If a negative lunch balance were to occur at the conclusion of a calendar school year, staff members will have the deficit amount withheld from their June paycheck or upon next paycheck at completion of employment.**

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, students, and the public for one year after the child's birth.~~

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

News and Press Releases

~~Positive media coverage of the school district and its activities is good for the school, its staff, and its students. Staff should endeavor to establish and maintain cordial relationships with local media outlets.~~

Only individuals who have prior administrative approval may issue press releases or other official communications regarding school activities and events in furtherance of the individual's official responsibilities. The superintendent may delegate responsibility for communicating with the media to building principals, the activities director, event sponsors, and other staff on an ad hoc basis.

Activity sponsors and other staff who are involved in newsworthy activity should submit typed press releases to the office for distribution to the media when noteworthy events have occurred. Coaches must communicate with local TV, radio, and print media promptly after matches or games to disseminate the results.

~~Communicating with the public, keeping the public informed, and public relations with the community are important tasks. News of important and/or interesting events and activities are usually welcomed by the newspapers.~~

Obligations Related to American Civics Instruction

All staff members shall be familiar with, and comply with, the requirements of state law, board policy, and district curriculum to properly instruct students regarding American Civics, Social Studies, American History, and appropriate patriotic exercises on particular days of the year. Neglect of any such responsibilities by any employee may be considered just cause for dismissal.

Outside Employment

No full-time staff member may accept any other employment or carry on any business or activity for profit that interferes with the complete and competent discharge of his or her responsibilities to the school district.

Political Activities

District employees retain all rights of citizenship, including, but not limited to, engaging in political activities. An employee of the District may participate in the political process, including seeking 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.

While the District supports its employees by allowing them to exercise their rights, any impact on the employee's ability to perform his or her functions as required by the district is grounds for discipline. For further guidance regarding political conduct on school grounds, contact the superintendent and consult the board policies.

Pregnant or Parenting Students

The school district encourages students who are pregnant or parenting are encouraged to continue to participate in the district's educational and extracurricular programs. Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting have been told to notify their building principal as early as possible to

discuss their educational programming. The building principal will work with the student and appropriate district staff to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan may include:

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

Professional Boundaries Between Staff and Students

All district employees must follow board policy, especially Board Policy 4043-Professional Boundaries Between Employees and Students, when interacting with students in any way. 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. District employees must be aware of professional boundaries between students and staff, and they must never blur the boundaries. These standards of behavior apply to social networking sites, such as Facebook, Twitter, Instagram, etc., along with communications and interactions of any kind between staff and students.

Examples of unprofessional misconduct include: inappropriate sexual communications or interactions with students, meeting with students in private outside of school, and intruding on a student's personal space. These are a few examples of inappropriate behavior, not an exhaustive list. For further guidance, refer to the district's policies regarding professionalism and staff-student interactions.

Any teacher or student who witnesses or knows information about a district employee violating board policy should report the violation to the district administration *immediately*. Minor violations and questionable violations should be reported within 24 hours.

A violation of board policies for professionalism 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.

Professional Growth and Project PARA

All certified employees must complete the requirements as stated in the negotiated agreement and shall be provided opportunities for the development of increased competence beyond that which they may attain through the performance of their assigned duties.

In addition to this requirement, the superintendent will select in-service programming to provide additional professional growth activities for certified and classified staff.

Purchasing

All requisitions for books and school supplies must be filed with the building principal. The requisition must include the name of the article being requested, where it may be purchased, how many articles are required and their cost. Requisitions must be submitted online through the purchase order requisition process. Orders should not be placed until the requisition has been approved and a purchase order processed. Failure to follow the procedure for requisitions may prevent the staff member from receiving the items requisitioned. All orders or supplies must be authorized by the administration and will be shipped to the central office for inventory, processing, and district delivery. Staff may be personally liable for any orders placed without such authorization.

Records and Reports

Staff members must refer to and comply with Board Policy No. 5016 regarding the management and maintenance of student records.

All staff members shall promptly furnish the administration with any information relating to their professional training, experience, activities or work required for reports to county, state or federal officials or for official school records. Personal information will be treated confidentially by school officials.

Recordings of Students and Classrooms

Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator. Staff should refer to Board Policy 5063 3059 for information on audio and video recording.

School Calendar

The official school calendar is maintained in each building office. All activities and events must be scheduled and approved by the building principal. To avoid conflict, a sponsor should not call a meeting of any activity until the schedule has been checked and the meeting approved by the office.

School Property

School property is not to be lent to individuals except by permission of the superintendent.

Staff or groups who wish to use school facilities for NCPS sponsored activities should make requests to the building principal as early as possible so that they may be placed on the school calendar. Staff or groups who wish to use school facilities for non-NCPS sponsored activities should contact Central Office to make the request as early as possible.

Staff must inform the building principal of any school property that needs repair or that is lost, stolen, or damaged beyond repair. Matters regarding custodial service in the building should be handled through the principal's office.

School Vehicle Use

The transportation of students in a pupil transportation vehicle is governed by the rules of the Nebraska Department of Education and the district's safe pupil transportation plan or safety and security plan. School district employees, board members, and other elected or appointed school district officials who are not transporting children are authorized to use a school district vehicle to travel to a designated location or to their home when the primary purpose of the travel serves a school district purpose. Staff should refer to Board Policy 4060 for information on the use of school vehicles.

Security

Each staff member is responsible for the security of his/her own classroom or work area. Staff must lock the doors and windows of their classrooms and/or other work areas each night.

Staff members who use the building after it has been locked by the custodian or on weekends are responsible for turning off all lights and locking all windows and doors that they or students under their supervision may have used.

Under no circumstances are pupils to be allowed in the building after school hours without faculty supervision. Keys to any school areas are not to be loaned to students under any circumstances.

Smoking on School Premises or at School Activities

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

Sniffer (Drug) Dogs

The administration is authorized to use sniffer dogs to minimize the presence of illicit items on school grounds. 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.

Social Media Usage by Staff

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. All staff members must refer to and comply with Board Policy 4012 regarding Staff Internet and Computer Use. This policy applies to both personal and school-affiliated social media use. Staff members who are uncertain about the applicability of Board Policy 4051 regarding Staff and District Social Media Use to a particular situation must confer with their supervising administrator prior to posting on social media.

Solicitation and Distribution of Merchandise

In the interest of maintaining a proper school environment and preventing interference of school purposes, employees may not sell merchandise, solicit financial contributions, solicit, or distribute literature or printed material for any non-school related cause during working time or on school grounds.

Staff Room

The staff room is maintained for the exclusive use and convenience of the staff. It is not for student use and staff members should not hold student conferences there. Each staff member will assume responsibility in keeping the staff room in an orderly and presentable condition.

Student Interviews

Employees shall refer any police officer, child protective service worker, or other similar individual seeking to speak to or interview a student to an administrator.

Telephones

School telephones are maintained for the primary purpose of conducting school business. Staff members should limit their use of school phones to

brief conversations. Teachers will not be called to the telephone during class time except in the case of an emergency. Staff members may not use personal cell phones to make or receive calls or to send or receive text messages during instructional time.

Threat Assessment and Response

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

1. Definitions

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

from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report threatening Statements or Behaviors.

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

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

3. Threat Assessment Team

The threat assessment team (team) shall consist of the superintendent of schools, building principal(s), guidance counselor, school psychologist, information technology personnel, and local law enforcement. Not every team member needs to 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 Emergency Operating Plan.

Transportation Request Forms

Staff members must complete transportation request forms at least five

days in advance and as soon as they know they need school-provided transportation to allow the activities director adequate time to schedule drivers and vehicles. **Transportation requests should be submitted through RSchool.**

Visitors

Staff should welcome members of the public who wish to visit school, but should ensure that visitors follow the district's requirements.

All visitors must report to the building office before visiting any classroom or other areas of the building.

Visitors must comply with the following guidelines:

- if a visitor wishes to observe a specific skill or subject, he or she will be asked to observe during a specified time period
- children under the age of 10 years must be accompanied by a parent or guardian
- all visitors must have the prior approval of the principal or superintendent
- salespeople and other such agents will not be allowed to solicit staff members during school hours
- visitors must wear a visitor's badge supplied by the building office
- visitors will be restricted during emergency or crisis situations.

Wage and Salary Payments

2024--2025 PAYROLL DATES: For Certified Staff

<u>Date Paid</u>	<u>Time Period</u>
September 20, 2024	8/1/2024 - 8/31/2024
October 18, 2024	9/1/2024 - 9/30/2024
November 20, 2024	10/1/2024 - 10/31/2024
December 20, 2024	11/1/2024 - 11/30/2024
January 17, 2025	12/1/2024 - 12/31/2024
February 20, 2025	1/1/2025 - 1/31/2025
March 20, 2025	2/1/2025 - 2/28/2025
April 18, 2025	3/1/2025 - 3/31/2025
May 20, 2025	4/1/2025 - 4/30/2025
June 20, 2025	5/1/2025 - 5/31/2025
July 18, 2025	6/1/2025 - 6/30/2025
August 20, 2025	7/1/2025 - 7/31/2025

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance, will be withheld automatically from your paychecks.

Garnishments are legal proceedings imposed by a court of law upon the school district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee's pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you believe that an improper deduction has been made to your pay, you should immediately report this information to your direct supervisor, payroll personnel, or the Superintendent.

Staff members, by their signature on the acknowledgement page of this handbook, authorize the school district to withhold such sums from their paychecks as necessary to cover property damage, cash shortages or other amounts owed to the school district by the employee.

Weather-Related Closings

If school is called off because of inclement weather or for any other reason, it will be announced on the school alert messaging system, B103, and various TV stations.

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. Staff members should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Workplace Searches

To safeguard the property and interests of our students, employees, and patrons; to help prevent the possession, sale, and use of illegal drugs on school grounds, and in keeping with the spirit and intent of the district's drug-free workplace policy and other policies, the school district reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from school when it has reasonable grounds to do so. The school also reserves the right to search any employee's office, desk, files, locker, or any other area or article on school grounds. All offices, desks, files, lockers, and so forth, are school district property and are issued or provided for the use of employees only during their employment with the district. Inspections may be conducted at any time at the discretion of the administration.

Employees who refuse to cooperate with this provision will be subject to disciplinary action up to and including discharge.

POLICIES AND PROCEDURES REGARDING CERTIFIED STAFF

Absences and Leave

The accumulation of leave for teaching staff is governed by the Negotiated Agreement between the Board of Education and the Nebraska City Education Association. Leave can be granted at a minimum of 1/2 day increments (AM or PM), or full day. This handbook sets forth the process for using that leave:

1. Sick Leave

Certified staff members who are too ill to perform their teaching duties must submit an electronic leave request and contact their building principal after 6:00 am the day of the absence, or prior to 10:00 pm the evening before the day of the absence. All leave must be entered within three (3) calendar days of absence, whether substitute is required or not. ~~then contact their building principal and the district substitute coordinator after 6:00am the day of the absence, or prior to 10:00pm the evening before the day of the absence. An electronic leave request must be submitted~~

Family Sick Leave. Teachers shall be able to use sick leave for illness of minor children residing with the teacher and the serious health condition of his/her spouse, child, parent, brother, sister, grandparent, uncle, aunt, nephew and niece or in-law.

At the beginning of each school year, each teacher shall be credited with 10 days paid sick leave allowance. The unused portion of such allowance shall be accumulated from year to year with a 60-day limitation. Upon request, the Board shall furnish to each teacher a written statement at the beginning of each school year setting forth the total of sick leave credit. Sick leave is to be used when teacher absence is caused by illness or physical disability of the teacher. Staff are required to use all of their accrued Sick Leave, in addition to their Personal Leave Days concurrently with any qualifying FMLA leave. No discrimination will be shown towards parents in terms of promotion or tenure due to taking leave as provided within (updated 2018-2019).

~~Leave can be granted at a minimum of 1/2 day increments (AM or PM), or full day.~~

2. Personal Leave

Personal leave shall consist of three (3) days per year per teacher. The leave shall be non-accumulative. The leave may be taken for any reason, PROVIDED the teacher notifies the building principal one week in advance, EXCEPT non-emergency personal leave shall not be granted immediately preceding or following vacation period, including the opening and closing days of the school year; nor may personal leave be taken for days designated for parent-teacher conferences. For personal leave to be granted after April 1, a teacher must give a reason for the use of a personal day. That day may or may not be granted based upon the availability of substitutes, other activities that are going on in the buildings and the district that day, and must have the final approval of the building and/or district administration. An emergency personal leave may be granted at any time, if the leave is of an emergency nature, at the discretion of the building principal and/or superintendent. If the personal leave is not granted, the denial will be explained in writing to the requesting teacher. All non-emergency requests made less than one week in advance may be granted at the option of the building principal. Requests will be honored on a first come basis. Staff members, who do not use their Personal Leave Days during the school year, will be reimbursed \$100 for each day not used. This reimbursement will be included in their July check. Staff members may carry forward one (1) paid day to next year. The 3rd day that is carried forward will need to be used in that school year, if not, it will be reimbursed \$100.

~~Leave can be granted at a minimum of 1/2 day increments (AM or PM), or full day.~~

3. **Professional Leave**

A leave of two (2) days shall be granted upon request by a teacher to attend events or observe programs which may help a teacher in the performance of his/her classroom or extra duty responsibility. This shall include, but not be limited to, clinics, workshops, conferences, and any other meetings or events deemed beneficial to their Assignment. Leave days may also be used by Head Varsity Coaches and Assistant Varsity Coaches to attend State High School Meets in their particular coaching area. Transportation to State High School Meets will be provided for coaches that take teams to the meets based on available transportation.

The tuition, travel, and meal expenses associated with the clinic, workshop, conference, or other event deemed beneficial to the teacher's assignment will be paid by the teacher (other than transportation to State High School Meets, if transportation is available). The expense of such leave is the responsibility of the

teacher, with the exception of the paid substitute.

Certified staff members who wish to take professional leave must submit an electronic leave request to their building principal, along with a description of the proposed event and any written materials about the event. Building principals may deny requests for professional leave if they are unable to secure the services of a qualified substitute or if the principal determines that the activity will not enhance the certified staff member's effectiveness as an employee of the district.

4. District Wide Professional Day

One (1) additional day of professional leave will be organized by the District.

5. Bereavement Leave

Up to three (3) days of paid leave per occurrence shall be granted to each employee in the event of death of an employee's spouse, child, parent, grandparent, brother, sister, uncles, aunts, nephews, nieces or in-law.

Additional leave, if necessary, shall be taken from sick leave.

Up to one day of paid leave per school year will be granted in a case where it is deemed necessary to attend a funeral of a non-relative by the employee and approved by the Administration.

~~Certified staff members may not make arrangements for their own substitute.~~

6. Family and Medical Leave (FMLA)

Qualified employees will be provided leave under the Family and Medical Leave Act (FMLA) as provided in board policy. Note: when entering leave electronically use "sick" as the leave choice and notify the business office.

7. Jury and Witness Duty Leave

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. Note: when entering leave electronically use "other" as the leave choice and notify the business office.

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.

8. Military Leaves of Absence

Leaves of absence without pay for military or Reserve duty are granted to all employees as required by law. An employee who is called to active military duty or to Reserve or National Guard training or who volunteers for the same should submit copies of the military orders to the Superintendent as soon as is practicable. 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) and the Nebraska Family Military Leave Act will be governed by the board's policies. **Note: when entering leave electronically use "other" as the leave choice and notify the business office.**

9. Disability Leave (Short-Term)

Short-term disability leave will be treated in the manner required by state and federal law and consistent with the negotiated agreement with the school district's local education association. Short-Term Disability leave will run concurrently with FMLA leave.

Substitute Folders

Each teacher must prepare a substitute folder and keep the completed folder in the upper right-hand drawer of his/her desk. The folder must contain:

- a) the current seating chart for each class;
- b) the daily routine followed by each class;
- c) all schedules (fire drill procedures, lunch schedule, safety and security information);
- d) a copy of this handbook; and
- e) plans for the day if the teacher's absence was anticipated. (These plans are in addition to the teacher's regular lesson plan book.)

Assemblies

Classroom teachers must attend assemblies and pep rallies and sit with students to help maintain order.

All certified staff members should attend school assemblies and should try to

attend as many of the school functions as possible regardless of whether they have specific assigned duties or not.

Assignment of Teachers

The administration will assign certified staff to individual duties. Certified staff will also be assigned for various forms of hall, extracurricular, recess, traffic, lunch period and other noontime duties, and athletic events.

Certificates, Teacher Contracts, Salary Information

Teaching certificates must be registered with the Superintendent before they may legally be paid. It is the certified staff member's responsibility to make sure this is done.

Each certified staff member must provide the superintendent's office with all required employment paperwork. ~~to include, but not limited to the following information:~~

- ~~a. social security number,~~
- ~~b. Direct Deposit information,~~
- ~~c. Citizenship form,~~
- ~~d. Background check,~~
- ~~e. withholding form W-4, and~~
- ~~f. authorization to withhold for insurance benefits.~~

~~Each new certified staff member must fill out forms for retirement benefits before the first payday as well as the family coverage of the district hospital/medical insurance program.~~

It is the sole responsibility of the certified staff member to inform the superintendent of any changes, including but not limited to changes ~~in personal information (name, address, phone number, personal email),~~ certification, endorsements, benefits plans, and salary payment information.

Cheating

Students caught cheating (including plagiarizing) must be sent to the building principal for administrative discipline. The classroom teacher may also give the cheating student a zero grade for the test or assignment.

Check-out Forms

All certified staff must complete a check-out form and obtain the building principal's signature on the form prior to departing for the summer. Classrooms must be tidy to allow the custodial staff to clean classrooms and work areas. Certified staff members who do not clean their work area before departing for the summer will not receive their paychecks until the work is completed.

Class Record Books

A class record book is the school's official record of matters relating to each student in each teacher's class. It may be maintained in paper or electronic form and must be complete in scope and accurately maintained. All classroom teachers are required to keep class record books which list students in each class in alphabetical order and show the attendance and all grades earned by each student. At the end of each school year, classroom teachers must turn their record books into the building office. Record books are subject to examination by the building principal or superintendent at any time.

Classroom Management and Student Discipline

Classroom discipline is first and foremost the responsibility of the classroom teacher. Individual teachers are expected to assume responsibility for good discipline throughout the school system. However, if a certified staff member needs assistance with student discipline, they should seek the advice and counsel of the principal or superintendent.

Classroom teachers may not leave their classrooms unless the students are supervised by a competent adult.

Classroom teachers may not close the door to their rooms until they have left the building or unless they are sponsoring some other group in other areas.

Classroom teachers should have a well-defined discipline plan that is known to the students. Rules and consequences should be stated clearly and posted where appropriate.

Each building has its own specific procedures concerning student discipline. Classroom teachers should consult with their building principal for more information.

Teachers may remove a student from the classroom for failure to comply with established rules of conduct. Only an administrator can suspend or expel students from class or school and due process must be followed.

Students may be kept after school for matters relating to discipline or to assist in their academic progress. Certified staff should allow all elementary students and junior/senior high students who ride the bus to arrange parental transportation for the next day with their parents. Students who do not have transportation concerns may be kept without delay. Students may not avoid being kept after school because they have an after school practice or other school activity.

Both elementary and secondary certified staff are responsible for assisting

with hallway discipline between classes and in the school lunchroom.

Classes should begin on time and end promptly. Work should continue throughout the period assigned for it. Classroom teachers may not dismiss classes early except by permission of the building principal.

Staff members may never send a student off school grounds without the authorization of the building principal.

Classroom teachers may not admit tardy students to class without an admit slip from the principal or the student's teacher from the previous period.

Classroom Sanitation

1. Handling of Body Fluids

All body fluids of all persons should be considered to potentially contain infectious agents (germs). Hand washing after contact with a school child is recommended if physical contact has been made with any child's blood or body fluids. The term "body fluids" includes: blood, semen, drainage from scrapes and cuts, tears, feces, urine, vomit, respiratory secretions, and saliva.

2. Infectious Diseases

Certified staff should promptly report any indication of an infectious or contagious disease to the school nurse or building principal. Certified staff should report to the school nurse or the student's parents any pupil whom they suspect of having been exposed to any infectious or contagious disease.

Coaching Supplies

Coaching supplies will be distributed by the athletic director. Such items include tape, pre-wrap, heel pads, band aids, ankle braces, game balls, etc. Coaches should request additional supplies from the activities director only when they have run out of supplies.

Coaches must fill out and submit inventory forms to the activities director immediately after the season is complete.

Collection of Student Money

Staff members must comply with the school district's student fee policy before collecting any funds from students.

Money collected from students should be turned into the office on the day it is collected for deposit in the proper activity or school district fund. Any checks written by students or parents for various payments should be made out to Nebraska City Public Schools, ~~unless otherwise instructed~~. Certified staff must submit a financial accountability form when they turn funds into

the office.

When students purchase items such as coats, rings, etc., through the school district, they must pay for these and other major items before the order is sent. The sponsor of any school organization is not to give merchandise to students; items will be distributed by the office after proper payment.

Community Involvement

Certified staff are encouraged to take part in civic affairs in the community **and must do so when required by state law and board policy.**

Computer Lab

Students and staff who use computers owned by the district must abide by the district's acceptable use policies. Students may use the computer lab during lunch and after school. Classroom teachers may not send students to the computer lab during study halls or class unless they have made prior arrangements with the lab coordinator.

Classroom teachers who wish to bring classes to the computer lab must sign up as far in advance as possible with the lab coordinator. Absolutely no food or drink is allowed in the computer lab.

Display of Classroom Work in the School and the Community

Classroom teachers are encouraged to display student work for public viewing. Students and parents enjoy viewing the display and may be even more supportive of their school because the display shows them many of the things the students do. Classroom teachers may use the window area of the central office or the commons area to display student work during a night activity. Certified staff must contact the principal before displaying student work at an evening activity.

Duties of Certified Staff

The duties of certified staff include, but are not limited to, the following:

- a) Becoming acquainted with board policies, district rules and regulations, and the state laws concerning teachers and pupils.
- b) Attending such education conferences as are required by law or administrative directives.
- c) Attending school assemblies unless excused by the principal.
- d) Instructing pupils in the proper use of equipment and instructional supplies.
- e) Reporting in writing to the principal any injury to any child while under the jurisdiction of the school, including athletic injuries.
- f) Complying with the Teachers Professional Code of Ethics which has been promulgated by the Nebraska Department of Education

(92 Neb. Admin. Code § 27) and adopted by the Board of Education Policy 4023 of the district.

- g) Discussing a student only with the child's parents (persons with educational rights) and the superintendent, principal, guidance counselor or classroom teachers who may know the circumstances and have a need to know. It is unprofessional and inappropriate to discuss student or other staff members in the staff lounge.
- h) Being responsible for students whom they keep in school at times other than during regular school time. Certified staff will be responsible for any special work done by their students, including field trips, joint assemblies, school programs, etc.
- i) Refraining from joining book clubs or film clubs using the school name.
- j) Turning in all monies collected to the main office by the end of the school day.
- k) Clearing all class meetings or trips through the principal's office.
- l) Participating in Student Assistance Teams pursuant to board policy.
- m) Assisting with the administration of standardized testing as assigned by the administration.
- n) Provide homebound instruction as assigned by the administration.
- o) Performing additional duties as assigned by the administration.

Extracurricular Activities

Staff must schedule all events and other extracurricular activities at the activity director's office to avoid conflicts. Activities must be put on the school calendar located in the activity director's office at least one week before the activity. Staff should avoid or shorten practices and activities on Wednesday evenings and Sundays, in order to give students sufficient time away from school for family-related activities.

Certain activities require time to be scheduled outside regular school hours. Any school-sponsored activity involving students must have approval of the principal prior to the activity, including all fund raising activities.

Regular classroom work in all grades will have precedence over any other activity. Students will not be dismissed from classes to participate in extracurricular activities without permission from the principal. Make up slips must be completely signed and returned to the sponsor of the activity prior to dismissal from class. All evening activities, except practices, must have no less than two school sponsors. Non-school sponsors must be approved by the administration, complete a volunteer form, and pass a background check. If vehicles are used for transportation, the drivers must

be adults who have been approved by the school.

The activities director has the responsibility for all activities. Therefore, any ruling or handbook decision he/she makes will be school regulation in lieu of further board action.

No student may participate in a field trip off school property without written permission of his or her parent or guardian.

Evacuations

Early in the semester, classroom teachers should review instructions for leaving the classroom with all of their students. Classroom teachers should also periodically review with each class what to do in case of fire, tornado or other emergency.

1. Fire Drills

Fire drills will be held on a regular basis. Certified staff may or may not be notified in advance. These drills are important exercises that help ensure the safety of students in case of an emergency.

When the fire alarm is sounded, all students and staff immediately must cease the activity in which they are engaged and leave the building at once, following these regulations:

- a) Students nearest the windows will close them before leaving.
- b) The classroom teacher will be the last to leave the room. He or she will turn out all the lights and close the door as he or she leaves.
- c) Classroom teachers will take their fire drill packets and class grade books with them when they leave their classrooms.
- d) The first two students reaching the exit doors will hold the doors wide open until everyone has filed out.
- e) Staff and students will move far enough away from the building to avoid possible injury from fire and falling embers, and also, to remain clear of emergency vehicle traffic.
- f) Once outside, each teacher must account for every student in the class. Classroom teachers will take roll for their class and;
 - 1) hold up a Green Card (all students accounted for)
 - 2) hold up a Red Card (missing student (s) listed)
 - 3) hold up a White Card (extra students listed)

The signal to return to the school building will be the short bell. It will be sounded upon completion of the drill. Students will return in an orderly manner.

2. Tornado Drills

When a tornado warning has been issued, the school will evacuate classrooms and move students to the designated tornado shelters. Tornado alerts will be given via the intercom system. When a tornado alert is given, all students and staff immediately must cease the activity in which they are engaged immediately and seek shelter, following these regulations:

- a) All students and staff should proceed to the designated tornado shelter.
- b) Once in the basement, each teacher must account for every student in the class.
- c) Classroom teachers should be sure that each student is sitting with his or her back to the wall, their knees up and their heads should be between their legs.

3. Protocol for all Evacuations

Upon evacuation signals, all students and staff must exit each building. Classroom teachers should do the following:

- 1) Take the class roster;
- 2) Lock the classroom door after all occupants have exited the room;
- 3) Keep the class together and move promptly in an orderly fashion; and
- 4) Upon arriving at the evacuation point, take roll, maintain order, and supervise students.

Evaluations

The appropriate district administrator will evaluate tenured and probationary teachers as required by law and district policy. Additional evaluations, both formal and informal, may be conducted, as the district administration deems appropriate.

Examinations

Semester examinations may be given in all classes at the senior high level. Tests and final exams will not be given ahead of time. Students are not to type tests or grade any major tests.

Faculty Meetings

The superintendent and principals will call meetings as needed. Certified staff are required to be present at all faculty meetings unless excused by the administration.

Field Trip Request Forms

Certified staff who wish to take students off school property must submit a request to the superintendent at least ten calendar days prior to the date of the requested activity.

Elementary grades will be limited to one field trip per year. Additional

requests may be granted on a case by case basis.

Guest Lecturers

Guest lecturers must be approved by the administration before they are asked to address a class. The guest lecturer must have a specific, relatable objective in his/her lecture.

Hall Duty

Every classroom teacher is on hall duty before school in the morning and between classes. Classroom teachers are responsible especially for the part of the hall adjacent to their classrooms.

Homework Policy

Homework is an important part of student learning. When parents, teachers, and students work together, out-of-class assignments are a valuable part of the instructional program. Homework should provide opportunities for students to practice acquired skills, develop initiative, form independent study habits, and use community resources.

Instructional Materials

Instructional materials are made available through the Education Service Unit. A catalog and order forms will be made available to all members. Films should be used as instructional materials. All media must be previewed for suitability by the classroom teacher before being shown to students.

Lesson Plans

Each teacher will prepare and complete a proper lesson plan on Friday for the following week. These plans must be written so that they are clear to any substitute teacher and readily available to any teacher. An up-to-date seating chart of the class or classes shall be part of the lesson plan book. Other regulations relative to lesson plans will be made by individual building principals. The lesson plans of all classroom teachers are subject to review of the building principal or other members of the school district's administration at any time.

Lesson plans must **identify major instructional objectives and show page assignments and general direction that might be followed by anyone who might be called upon to teach the classes.**

Media Center

The media center is set up to serve the needs of certified staff and students. Certified staff who need assistance with textbooks, literature sets, magazines and other reference materials should consult with the media specialist assigned to their building.

Students may use the media center during study halls, at lunch, after school and in the evenings. Classroom teachers may send individual students to use the media center during class time, but should contact the media staff before sending a group of students during class. The media staff may send disruptive students back to class or study hall, or may exclude unruly students from the media center for a specified period of time. Classroom teachers who send their entire class to the media center must accompany and supervise the students, unless prior arrangements have been made with the media specialist.

Audiovisual materials are available to certified staff through the media center. Certified staff may obtain these materials by filling out the required requisition form and sending it to the media specialist in their building. When certified staff return media, they should complete the film report card and return it to the media specialist.

Paraeducators

Paraeducators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraeducator must not, however, assume teaching responsibilities. The classroom teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Paraeducators may be used to assist the classroom teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating and recording grades. Paraeducators are to work only on and within their assigned work days. If the classroom teacher desires the paraeducator to work hours other than the assigned work hours or assigned work day, he or she must contact the administration for approval.

Parent-Teacher Communication

Students' academic success has been closely linked to parental involvement in school. Certified staff should strive to develop open and supportive relationships with parents and guardians. Each classroom teacher is responsible for keeping a student's parents informed about the student's progress. This may be done by letter, telephone, e-mail, or personal conference. Certified staff must attend parent teacher conferences, promptly return phone calls and e-mail, participate in teacher events for students and parents, and where necessary utilize a planner as a communication tool. Certified staff who need additional support in

communicating with parents should contact their building principal or guidance counselor.

Parking

Staff members have a parking lot reserved for them. **Students are not to park their cars in the staff lot.** Staff members may not allow students to park in the staff lot when groups leave early in the morning on a school day for field trips or athletic events.

Parties

1. No activities or picnics shall be held by an organization of the school without the presence of the sponsor or sponsors.
2. The number of activities and the closing hour for activities will be determined by the building principal and organization sponsor.
3. In making arrangements for activities and picnics, staff must avoid disturbing the routine of the school.
4. Cleaning up after the activity is the responsibility of the sponsor.

Planning Time

Each classroom teacher is provided with duty-free time for planning, preparation of school-related materials, and a brief respite from the duties of the day.

The Board defines planning time as time for educational planning and other task-related functions that cannot normally be accomplished during instructional periods. Planning time should not be confused with personal time. Planning time is not to be used for running personal errands, conducting personal business, or pursuing non-school hobbies and/or interests.

PowerSchool

All teachers/classroom aides will be required to use PowerSchool. Attendance will be taken as follows: Elementary – at the beginning of the morning, and right after lunch; and Secondary – at the beginning of every period. Attendance must be taken within the first five minutes of each period / beginning session. Lunch count will also be taken with Power School.

Classroom teachers will be required to update academic progress in Power School on a weekly basis.

Classroom teachers are not permitted to install PowerSchool on their home computer, but can access the Power School web portal via home computer.

Certified staff who have trouble/problems with PowerSchool should **complete**

technology helpdesk ticket.

Private Tutoring

Classroom teachers must provide individual assistance to students as a part of their duties. Any certified staff member who engages in private tutoring for pay (compensation of any kind from a source other than the District) is subject to the following rules:

- Certified staff may not arrange to provide private tutoring for any child enrolled in the staff member's class.
- Certified staff are not to provide private tutoring in a school building.
- Certified staff are not to provide private tutoring during duty time.
- Certified staff are prohibited from advertising or promoting the private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Projection Maps

The school district will only use the Gall-Peters projection map or a similar cylindrical equal-area projection map or the AuthaGraph projection map for display or use in the classroom. Use of the Mercator projection map is prohibited unless:

1. The Mercator projection map is used in conjunction with other projection maps in a teaching exercise to demonstrate that all maps are flawed in some way and different map projections serve different functions and may affect how individuals view the world; or
2. The Mercator projection map is part of any:
 - a. book or material obtained prior to July 19, 2024; or geographic information system; or computer program that renders a three-dimensional representation of Earth based primarily on satellite imagery, such as Google Earth or similar software; anda Gall-Peters projection map or similar cylindrical equal-area projection map or an AuthaGraph projection map is displayed in the classroom or shown to students during the lesson in which a Mercator projection map is used.

Pupils' Records

1. Each classroom teacher must keep a set of records in the daily class record book of the class recitations, tests, exams, daily work, notebook, etc. This serves as a justification of the final grade in case of dispute between teacher and pupil, or teacher and parent, and assists in making out the final grades. This book must be turned into the principal at the end of each school year.

2. Report cards will be issued within one week following the end of the quarter unless otherwise announced.
 - a) Reports should be conscientiously and accurately made because they are a serious estimate of the degree of success of the pupil.
 - b) Each classroom teacher should be adequately prepared to defend all decisions given on the report card.
 - c) Each classroom teacher is responsible for distribution of class cards on time.
 - d) Classroom teachers must confer with the principal before recording any incomplete, failing, or conditional grades on report cards.

Rights of Certified and Probationary Teachers

Certified and probationary teachers are entitled to the legal and procedural rights outlined in the board policies and state and federal law with regard to the amendment, cancellation, or termination of the teacher's employment contract. For specific questions relating to those procedural or legal rights, please refer to the district's board policies.

School Day

All certified staff must be at school or on duty between the hours of 7:45 a.m. and 4:00 p.m., Monday through Thursday and 7:45 a.m. and 3:45 p.m. on Fridays. Under special circumstances, certified staff may seek permission from their building principal to vary these duty hours. In addition, certified staff may be assigned responsibilities at other hours by the principal or superintendent for supervising or directing school activities or affairs or for participation in affairs under the direct sponsorship of the school.

Each teacher will be in his or her classroom or assigned location and ready to teach at 8:00 a.m. each day. Classroom teachers will stand at their doors when class is dismissed and must be outside their classroom doors before each class period. Classroom teachers must be physically present in their classrooms at all times during class periods and conference periods.

Personal work may not be done on school time.

Sponsors

Certified staff members are assigned by the superintendent as class and club sponsors. Sponsors must be present at all meetings and activities of the sponsored group. The procedure for activity accounts and meetings can be found in the student manual. Purchasing of supplies must be approved by the Superintendent.

Student Activities

Staff members who sponsor extracurricular activities such as athletics, class plays, and class activities may leave the school building only after making sure that all students and other individuals have left the building. No student is to be left unattended in the school building at any time.

School-owned clothing or equipment that is checked out to students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for its intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Certified staff will be held responsible for clothing and equipment that is not returned.

Student aides are to be directly supervised by the certified staff member and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the certified staff member by helping supervise another student, grade tests or class work, calculate student grades, or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a certified staff member without another adult present after the end of regular teacher duty hours.

Student Attendance

Students are expected to arrive at each class, be seated and ready for instruction prior to the beginning of the class day or class period, as appropriate. Student tardiness is the classroom teacher's professional responsibility. Classroom teachers must insist that students be on time.

Each teacher must maintain an accurate record of student attendance each day. Classroom teachers must carefully check and record attendance information at the beginning of each school day and, in upper grades, at the beginning of each period. Students and student assistants are not permitted to check attendance. Excessive absenteeism should be reported to the building principal or guidance counselor.

Students returning from an absence must report to the office prior to going to class. A returning absentee must show each classroom teacher the admittance pass that was issued by the school office. No student should be accepted back into class after an absence without this pass.

A student who departs school during the school day must report to the office and sign out before leaving the building. A student who returns during the school day must sign in at the building office before returning to class.

Student Attire

The responsibility for proper daily grooming and dress is primarily the

responsibility of students and parents/guardians. However, certified staff members must insist that students do not remain in school while wearing attire that violates the dress code set forth in the Student Handbook.

Classroom teachers must report students who are not in compliance with the dress code to the building principal. The final decision on what is considered proper grooming and appearance is the responsibility of the building principal.

Student Illness

In the event of student illness or injury, classroom teachers should notify the building principal or superintendent immediately. Staff should never send a pupil home without notifying school officials and checking to see if his/her parents are home.

Student Medication

Student medications should not be dispensed by staff members unless they follow the following procedures.

No staff members other than the school nurse and other trained staff members may dispense medications (prescription or over-the-counter) to students at any time. Students may, with written parental or guardian permission, self-administer medications such as aspirin and cough syrup or cough drops.

Staff members are not authorized to dispense prescription medicine without an agreement with a parent or guardian to provide a prescription container for the medicine that includes a pharmaceutical label, the physician's name, a child guard cap and directions for administering the medication.

After receiving the medication, the school employee should lock the medication in a cabinet or place it in an area where access is restricted to school employees only.

Student Searches

Certified staff members may not search students or their belongings. If a staff member suspects that a student is in possession of contraband, he/she should immediately contact a member of the administration and supervise the student until the administrator arrives. Students who are suspected of having an item in violation of school rules may be directed to wait with a staff member.

Substitute Teaching with Internal Coverage Certified staff may be required to substitute during their planning period and will be compensated at the current board approved rate of pay.

Certified staff may be required to combine classes in the absence of a substitute, if students are combined from other classroom(s) for the entirety of an academic school day, the certified staff member(s) will receive the substitute daily rate, or a portion equivalent to the percentage of the board approved substitute daily rate.

Teaching Controversial Issues

Teachers may teach or lead discussions about controversial issues if they comply with the following criteria:

- The issues discussed must be relevant to the curriculum and be part of a planned educational program.
- Students must have free access to appropriate materials and information for analysis and evaluation of the issues.
- The teacher must encourage students to consider and discuss a variety of viewpoints.
- The topic and materials used must be within the range, knowledge, maturity, and competence of the students.
- The teacher must inform parents and the building principal before discussing sensitive or controversial issues.
- The teacher must keep detailed, documentary evidence to prove that both sides and/or all facts available were presented.
- Teachers must refrain from advocating partisan causes, sectarian religious views, or selfish propaganda 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.

Textbooks

Classroom teachers will issue textbooks to the pupils, keeping a record of the number and condition of the book assigned to each pupil. If the books are new, classroom teachers must make sure the books are stamped and numbered before distribution.

Textbooks are to be stored in the classroom or storeroom. Textbooks are to be checked out to the students with teachers keeping an accurate record of each book by number in the place provided in grade books. Pupils are to pay for lost or damaged books. Student textbooks must be covered with a book cover.

Workbooks do not become the property of the students and in most cases should be retained by the school.

NEBRASKA CITY PUBLIC SCHOOLS 2024-2025 CALENDAR

Officially approved by BOE March 11, 2024														
August 2024							January 2025							
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	
					1	2	3				1	2	3	4
Aug 7th: New Teacher Inservice Aug 8th-12th: Teacher Inservice							Jan 1st-3rd: Winter Break (No School) Jan 6th: Teacher Inservice (No School)							
4	5	6	7	8	9	10	5	6	7	8	9	10	11	
Aug 13th: Grades K, 3, 6, 9 School Begins; Early Dismissal Aug 14th: All Grades Begin; Early Dismissal Aug 21st: Preschool Begins							Jan 7th: School Begins Jan 22nd: Early Dismissal; Teacher Inservice							
11	12	13	14	15	16	17	12	13	14	15	16	17	18	
18	19	20	21	22	23	24	19	20	21	22	23	24	25	
25	26	27	28	29	30	31	26	27	28	29	30	31		
September 2024							February 2025							
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	
1	2	3	4	5	6	7	2	3	4	5	6	7	8	
Sept 2nd: Labor Day (No School) Sept 18th: Early Dismissal P/T Conferences Sept 19th: No School P/T Conferences Sept 20: No School							Feb 3rd: Teacher Inservice (No School) Feb 19th: Early Dismissal; Teacher Inservice							
8	9	10	11	12	13	14	9	10	11	12	13	14	15	
15	16	17	18	19	20	21	16	17	18	19	20	21	22	
22	23	24	25	26	27	28	23	24	25	26	27	28		
29	30													
October 2024							March 2025							
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	
6	7	8	9	10	11	12	2	3	4	5	6	7	8	
Oct 7th: Teacher Inservice (No School) Oct 18th: End of First Quarter Oct 23rd: Early Dismissal; Teacher Inservice							Mar 3rd: Teacher Inservice (No School) Mar 7th: End of 3rd Quarter Mar 12th: Early Dismissal P/T Conferences Mar 13th: No School P/T Conferences Mar 14th: No School							
13	14	15	16	17	18	19	9	10	11	12	13	14	15	
20	21	22	23	24	25	26	16	17	18	19	20	21	22	
27	28	29	30	31			23	24	25	26	27	28	29	
							30	31						
November 2024							April 2025							
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	
					1	2								
Nov 4th: Teacher Inservice (No School) Nov 27th-29th: Thanksgiving Break (No School)							Apr 7th: Teacher Inservice (No School) Apr 17th: Early Dismissal; Teacher Inservice Apr 18th: Spring Break (No School) Apr 21st: Teacher Inservice Virtual PD (No School)							
3	4	5	6	7	8	9	6	7	8	9	10	11	12	
10	11	12	13	14	15	16	13	14	15	16	17	18	19	
17	18	19	20	21	22	23	20	21	22	23	24	25	26	
24	25	26	27	28	29	30	27	28	29	30				
December 2024							May 2025							
Su	M	T	W	Th	F	Sa	Su	M	T	W	Th	F	Sa	
1	2	3	4	5	6	7						1	2	3
Dec 2nd: Teacher Inservice (No School) Dec 20th: End of 2nd Quarter and 1st Semester; Early Dismissal; Teacher Inservice Dec 23rd - 31st: Winter Break (No School)							May 11th: Graduation May 15th: POSSIBLE End of 4th Quarter and 2nd Semester/Last Day of School (Early Dismissal)							
8	9	10	11	12	13	14	4	5	6	7	8	9	10	
15	16	17	18	19	20	21	11	12	13	14	15	16	17	
22	23	24	25	26	27	28	18	19	20	21	22	23	24	
29	30	31					25	26	27	28	29	30	31	

Early Dismissal School Times Northside: 8:10am to 1:15pm Hayward: 8:15am to 1:20pm Middle School: 8:05am to 1:25pm High School: 8:00am to 1:30pm	Central Office: 402-873-6033 Northside: 402-874-9193 Hayward: 402-873-6641 Middle School: 402-873-5591 High School: 402-873-3360	Student Days 1st Q 45 3rd Q 43 2nd Q 40 4th Q 43 1st Sem 85 2nd Sem 86 School Year 171	School Times Northside: 8:10am to 3:20pm Hayward: 8:15am to 3:25pm Middle School: 8:05am to 3:32pm High School: 8:00am to 3:40pm
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It's a great day to be a Pioneer!

No Students Early Dismissal	No School P/T Conferences Teacher Inservice School Begins End of Quarter Preschool Begins Graduation
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STAFF DIRECTORY

Members of the Board of Education:

Jim Nemec.....	President
Lisa Chaney.....	Vice-President
Kent Blum.....	Member
Jeff Frields.....	Member
Stacie Higgins.....	Member
Don Loseke.....	Member
Brent Shanholtz.....	Member
Nick Schmitz.....	Member
Rob Elson.....	Member

Administrative Staff:

Mark Fritch	Superintendent
Jason Hippen	Director of Student Services and Assessment
Brian Hoover	High School Principal
Matt Thompson	High School Assistant Principal/Activities Director
Ethan Pellatz	Middle School Principal
David Purdham	Middle School Assistant Principal/Activities Director
Scot Davis	Hayward Elementary Principal
Kris Kaiser	Northside Elementary Principal

Central Office Staff:

Kate Sherwin	Coordinator of Engagement/Curriculum and Instruction
Brenda Wieckhorst	Business Manager
Dana Stovall	Administrative Assistant
Carla Zaroban	Superintendent's Administrative Assistant
Ahna Nelson	Student Services Administrative Assistant/Registrar
Dani McCown	Administrative Assistant

EMERGENCY CRISIS STATEMENT

In the event of unique challenges and circumstances posed by an emergency or crisis situation and/or promulgation of expansive federal regulations, the rules and information provided in this handbook may be supplemented or amended by the Superintendent or Board of Education at any time, consistent with applicable law and board policy.

All staff shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

ACKNOWLEDGMENT OF RECEIPT

I acknowledge that I have received a copy of the Nebraska City Public Schools Certified Staff Handbook, which includes the district's drug-free workplace policy statement. I understand that, as a condition of my employment, I am required to read and abide by the provisions of the handbook and by all board policies governing my employment. Further, if I have any questions about any provision of this handbook or any board policy, I should confer with my supervisor or building principal.

Signature

Date



402-592-1999 • Toll Free 888-843-1991 • Fax 402-592-1599

June 14, 2024

Jenny Gawart
 Nebraska City Public Schools
 1200 North 14th Street
 Nebraska City, NE 68410
 Phone Number: 402-209-1862
 Email: jgawart@nebcityps.org

Reference: Northside Elementary School Fire Alarm Upgrade

FireGuard, LLC is pleased to provide a proposal for the above referenced project.

Itemized equipment list as follows:

<u>Quantity</u>	<u>Model Number</u>	<u>Description</u>
1	FACP	Gamewell FCI Addressable Fire Alarm Panel with Voice
90	ASD-PL3	Analog Photoelectric Smoke Sensor
60	ASD-PL3R	Analog Photoelectric Sensor, Remote Test Capable
2	ATD-L3	Analog Thermal Sensor 135 Degree
92	B300-6	6" Base, Flanged, Low Profile, Bright White
60	DNR	Intelligent Duct Detector Housing, Non-Relay
60	DST5	Sampling tube for duct width 4-8 ft
60	RTS151KEY	Key Operated Remote Test Station
15	AMM-2F	Addressable Monitor Module
70	AOM-2RF	Addressable Output Relay
1	MS-7AF	Addressable Manual Station, Dual Action
15	SCWLED	Strobe, Ceiling Mount, Multi Candela
40	SWLED	Strobe, 12/24V, Multi Candela, White
6	SPSWLED	Speaker / Strobe, Multi Candela, White
4	SPSWKLED	Speaker / Strobe, Multi Candela, WP, White
90	SPSCWLED	Speaker / Strobe, Multi Candela, White
2	PSN-106	10A, 24 VDC UL Listed FA Power Supply, 120 VAC
4	STI9708	Strobe Wire Guard Damage Stopper, Wht, Wall, Surf

This proposal is based on plans and specifications available at the time of bid, as well as a site survey and a points list.

The above may be purchased for..... **\$ 154,732.80**
 Sales tax if applicable **\$ 5,007.80**

Clarifications:

- 1.) Installation of wire and all new devices is provided by FireGuard.
- 2.) 120 VAC power to the fire alarm control panel and/or NAC power supplies is provided by others.
- 3.) Submittal drawings and design to be provided by NICET Certified designer, and submitted to the authority having jurisdiction (AHJ).
- 4.) Sales tax as noted.
- 5.) Proposal reflect cellular offsite communication unless noted otherwise.
- 6.) This proposal does not include bid bond, performance bond, or payment bond. Should bonding be required additional costs will be added to this proposal.
- 7.) Proposal based on quantities listed; additional devices required will be reviewed for additional costs.
- 8.) Due to supply chain issues, certain equipment may be delayed. Any replacement or expedited equipment to meet project deadlines will be subject to additional costs.
- 9.) See the proposal clarifications and terms and conditions on the pages that follow.

Should this proposal meet with your approval, please signify your acceptance in the space provided below and return one copy for our files and retain one copy for your records.

Should you have any questions or comments regarding this proposal, please do not hesitate in calling me.

Thank you.

Respectfully Submitted,

Jim Morrison
Engineered Systems
FireGuard, Inc.

After having thoroughly reviewed this proposal, I certify that I am authorized on behalf of my employer to purchase the above referenced system, at the pricing stated above. I have initialed all optional or alternate aspects of the contract that we wish to proceed with, and ask that FireGuard proceed with the execution of this project. Issuance of a purchase order /or signed proposal constitutes agreement to FireGuard's standard terms and conditions, provided below.

Signed

Company

Title

Dated

THIS PROPOSAL IS VALID FOR 30 DAYS FROM ABOVE DATE.

Proposal Clarifications:

- Above pricing provides for all work to be performed between the hours of 8:00 AM and 5:00 PM, Monday thru Friday, excluding holidays. Premium night, weekend, or holiday hours are not provided for, unless specifically outlined elsewhere in this document. If, during the course of the project, we are requested to work premium hours beyond those specified, such hours will be billable beyond this contract, at our standard T&M rates.
- It shall be the responsibility of the installing company or contractor, to verify that all field wiring is free of grounds and shorts, and that all of the limitations outlined by the manufacturer are met prior to our arrival on site. If a FireGuard representative has to troubleshoot wiring problems at the time of the start-up, such hours will be billable beyond this contract, at our standard T&M rates. Cable pulled by FireGuard will be excluded from this clause.
- The pricing provided reflects (1) single start-up trip and (1) single certification trip to the jobsite, unless otherwise stated. If it is required, for any reason, that the system be started up or certified in phases, the additional drive time, and other labor associated with those requirements will be billable beyond this contract, at our standard T&M rates.
- Information provided to FireGuard at the time of this estimate has been utilized in formulating our pricing, and changes to that information after the bid date may constitute a change order. For example, if the device quantities vary from what was originally dictated to us “verbally” or on the “Architectural / Engineering prints”, the additional parts will be billable beyond this contract. The parts shown on this estimate reflect our interpretation of what needs to be provided, and additional parts will not be provided without re-imburement. Changes to room names / numbers, room configurations, etc. may also constitute a change order if drawing and/or programming changes are required to be made, after initial plans have been completed.
- No accommodations have been made for FireGuard to provide “Magnetic Door Holders” on this project, unless specifically indicated on our material list above. It is recommended that the source of power for door holders be that of a 120 vac branch circuit. It will be the responsibility of others to install the door holders and their power source. FireGuard will provide an interface with the FACP via a relay that will be installed by whoever is installing the rest of the fire alarm system.
- If proposal requests that we add equipment to an existing system, FireGuard will bid based on information provided. If such information is inaccurate, and existing panel does not have capacity, or capabilities represented in the documentation, FireGuard will not be responsible for costs associated with panel replacement, and/or upgrade costs. Said equipment and associated labor would be billable beyond this contract, at our standard T&M rates.
- If proposal is for a design/build project, the base price includes only the parts and labor listed. If additional equipment or labor is required, it will be billable beyond this contract, at our standard T&M rates.
- Fire Alarm equipment not installed in compliance with the National Electric Code, the manufacturer’s recommendations, and/or FireGuard drawings, will not be covered under warranty, and will result in failure of the system to be certified and accepted.
- This Fire Alarm system will need to be connected to a monitoring service to comply with code requirements. FireGuard can provide and administrate this monitoring thru a third party. Additionally, the owner is responsible to provide a dedicated primary phone line for this monitoring, at the Fire Alarm Control Panel. A secondary phone line is also required to be made available as a backup to the dedicated line. The secondary line is not required to be dedicated, and can be shared with a fax or other such equipment.
- The above proposal was based solely on the bid documents provided. Therefore, the base price only includes the parts and labor listed above. If additional parts or labor are required, they will be billable beyond this contract, at our standard T&M rates.
- Re-submittal drawings are not included in the above price. The above changes will be added to the as-built drawings at the end of the project.
- FireGuard invoices all of its projects on a milestone basis. Milestones include, but are not limited to the following: (Drawing Submittals, Equipment / Material Delivery, Installation Labor Based on Progress, Start-Up, & Final Certification)

INSTALLATION OF EQUIPMENT TERMS AND CONDITIONS

1. **AGREEMENT.** This Agreement shall become effective upon the execution by Customer and acceptance and execution of this Agreement by a duly authorized representative of FireGuard, Inc., ("Company"), at FireGuard, Inc.'s home office in Omaha, NE. This Agreement is comprised of these Terms and Conditions, and the FireGuard, Inc.'s proposal set forth on the reverse ("Proposal") and other documents referred to in the Proposal, all of which are incorporated by reference. Collectively these terms and conditions and the Proposal are referred to as the Agreement.
2. **SALE OF SYSTEM AND RELATED EQUIPMENT.** FireGuard, Inc. shall sell to Customer and the Customer shall purchase from the FireGuard, Inc. the system and related equipment ("System") identified in the Proposal.
3. **INSTALLATION.** FireGuard, Inc. shall install or cause to be installed the System at Customer's location identified in the Proposal. FireGuard, Inc. shall install or cause to be installed the System in a workmanlike manner and in compliance with applicable law. Installation shall commence on or about the date identified in the Proposal and shall continue until completed. The completion date is an estimate only and customer acknowledges that technical problems may arise with respect to the installation of the System and, accordingly, FireGuard, Inc. shall not be held responsible for any delays caused by unforeseen difficulties or unexpected conditions. If during the installation FireGuard, Inc. encounters unforeseen difficulties or discovers unexpected conditions (including, without limitation unexpected hazardous materials, waste or substance), FireGuard, Inc. shall be permitted to stop work immediately. FireGuard, Inc. shall contact the Customer so the Customer can instruct the FireGuard, Inc. as to what steps should be taken in connection with unforeseen difficulties or unexpected conditions. FireGuard, Inc. shall be paid for any additional work performed as a result of such unforeseen difficulties or unexpected conditions. Customer may order additions, deletions, revisions or other changes in the work requested by Customer in the absence of an appropriate writing signed and approved by the Customer and FireGuard, Inc..
4. **PRICE AND PAYMENT.** Customer agrees to pay FireGuard, Inc. the price for the System set forth on the Proposal. The price includes the related equipment and installation. The price is based upon the location and environment specifications which Customer provided to FireGuard, Inc. and upon the assumption that the site specifications are accurate and that, except as set forth in the Proposal, no alteration or modification of the location is required. If alteration, modification or rebuilding of the location is required, the price shall be increased to include the cost of additional labor. All charges shall be paid as set forth in the Proposal. All billed amounts more than thirty (30) days past the date of invoice shall incur interest at the rate of fifteen (15%) percent per annum or the maximum rate permitted by applicable law, whichever is less. If FireGuard, Inc. retains a collection agency, legal counsel or incurs any out-of-pocket expenses to collect overdue payments, all such collection costs shall be paid by Customer. FireGuard, Inc. shall not be obligated to extend credit or financing terms to Customer. Customer acknowledges that, other than Company's completion of installation of the System, payment to Company is not contingent on any occurrence, matter or event, including, without limitation, Customer's receipt of payment from any third party such as an owner or insurance company.
5. **APPROVAL AND PERMITS.** Customer shall be responsible for obtaining, at Customer's expense, all necessary approvals, permits and documents required by applicable law.
6. **ACCESS TO SITE.** Customer agrees that FireGuard, Inc. shall have complete use of and unrestricted access to the installation site at all times during normal working hours for purposes of installation, inspection, testing and supervision. Customer represents and warrants that the site will be free of any gas including, without limitation, flammable, explosive or poisonous gases. Customer shall provide all necessary security, elevator, heat, lighting and electrical service for FireGuard, Inc. to complete the installation. Customer shall deliver to FireGuard, Inc. all records, sketches, drawings, photographs, prototypes, data or models and any and all other documentation and information in possession of Customer relating, directly or indirectly, to FireGuard, Inc.'s performance of the installation of the System at the site. FireGuard, Inc. shall be entitled to rely upon instructions or requests given by the Customer, its employees, agents or other representatives to FireGuard, Inc. and such instructions or requests shall be binding upon the Customer. The Customer shall cooperate fully with the FireGuard, Inc. in connection with FireGuard, Inc.'s performance of the installation and take any and all action reasonable requested by FireGuard, Inc..
7. **TAXES.** The price does not include any applicable taxes and Customer shall pay all federal, state and local sales, use, property, excise or other taxes imposed on or with respect to the installation of the System. **If Customer is tax exempt, then prior to executing this Agreement, Customer will provide FireGuard, Inc. with a valid and correct tax exemption certificate.** Failure to provide a tax exemption certificate in a timely fashion may result in Customer losing the advantages of tax exemption with regard to this sale.
8. **GRANT OF SECURITY INTEREST.** Customer, on behalf of the owner and Customer, grants to FireGuard, Inc. a security interest in the System to secure payment of the purchase price and grants to FireGuard, Inc. an irrevocable power of attorney to execute and file UCC-1 Financing Statements on behalf of Customer for the benefit of company, as secured creditor, to protect the security interest. Upon payment in full of the purchase price, and all associated costs and charges required under this Agreement, title to the system shall pass to Customer. FireGuard, Inc. shall have all of the rights of a secured creditor under the Uniform Commercial Code in Nebraska including the right to enter Customer's premises and to disable or remove the System and related equipment, or both.
9. **TERMINATION.** FireGuard, Inc. shall have the right to terminate this Agreement immediately or withhold performance of services pursuant to this Agreement in the event: Customer is delinquent in payment of any sums due under that Agreement; Customer files a petition in bankruptcy; Customer has a bankruptcy petition filed against it; or Customer is unable to pay its debts as they mature, or makes an assignment for the benefit of its creditors. In the event this Agreement is terminated for any reason, the balance of the purchase price and all associated costs and charges required to be paid by Customer under this Agreement including, without limitation, an amount equal to the profit Company would have received had the work been completed, shall be immediately due and payable.
10. **LOCATION ENVIRONMENT.** Customer will prepare and maintain the location in conformance with Company's site specifications as defined in the appropriate site preparation document. Customer shall furnish FireGuard, Inc. with surveys describing the physical characteristics, legal limitations and utility locations for the site.
11. **FORCE MAJEURE.** FireGuard, Inc. will be excused from any delay or failure to perform under this Agreement due, in whole or in part, directly or indirectly, to labor difficulties, fire, casualty or accidents, acts of God, civil disorder, transportation difficulties, shortage of fuel, labor or materials, governmental acts or restrictions, or any other cause beyond FireGuard, Inc.'s reasonable control.
12. **BREACH BY COMPANY.** Customer expressly agrees that no action at law or in equity shall be maintained by Customer against FireGuard, Inc. for Company's alleged breach of this Agreement or violation of any federal or state law now in effect or hereafter enacted with respect to any obligation or duty incurred under this Agreement by FireGuard, Inc., unless: (i) Customer notifies FireGuard, Inc. in writing at the address specified in this Agreement within ten (10) days from date of such alleged breach or violation, and provided company does not remedy or correct the breach or violation within sixty (60) days from the receipt of the notice; and (ii) such action at law or in equity is commenced by Customer within one (1) year from the finished date of the installation of the System.
13. **LIMITATION OF LIABILITY.**
 - a. FireGuard, Inc.'s obligation under this Agreement is to install the System in a workmanlike manner in compliance with applicable law and regulations.
 - b. FireGuard, Inc. shall have no liability for loss of anticipated profits, incidental, consequential or special damages and shall not be liable, for any reason, whether under this Agreement or otherwise, for any loss, cost, expense or damage suffered by customer or any other person, including, without limitation, cost, expense, loss or damage:
 - i. Resulting directly or indirectly, from the use or loss of use of the System;
 - ii. Such as personal injury and property damage;
 - iii. Such as any claim or demand against Customer by any third party.
 - c. If FireGuard, Inc. has any liability under this Agreement, it shall be to repair or replace a defective item, at FireGuard, Inc.'s discretion and in the event FireGuard, Inc. is unable or unwilling to repair or replace, Customer agrees that FireGuard, Inc.'s liability shall not exceed, under any circumstances, the amounts paid to FireGuard, Inc. by customer under this Agreement.
14. **NO WARRANTIES. EXCEPT AS EXPRESSLY STATED IN THE PROPOSAL, COMPANY MAKES NO WARRANTY, EXPRESS OR IMPLIED, REGARDING THE SYSTEM. CUSTOMER WAIVES ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, NOT EXPRESSLY CONTAINED IN THIS AGREEMENT INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE, AND FIREGUARD, INC. EXPRESSLY WAIVES ALL SUCH IMPLIED WARRANTIES.**
15. **INDEMNIFICATION.** Customer indemnifies FireGuard, Inc., holds FireGuard, Inc. harmless, and agrees to defend FireGuard, Inc. from and against any and all lawsuits, proceedings (including, without limitation, civil, criminal, administrative and investigative proceedings, whether threatened, pending or completed), claims demands, losses, damages (including, without limitation, indirect, direct, special and consequential damages and insurance deductibles), actions, liabilities (including, without limitation, strict liability and joint and several liability) costs and expenses (including, without limitation, fines, penalties and the reasonable costs of arbitration, costs of appeal, and the reasonable attorneys' fees) (collectively referred to as "Damages" arising out of or relating to, directly or indirectly: a breach of the Agreement by Customer; or the action or inaction of FireGuard, Inc. in the performance of the installation of the System; provided that this provision shall not apply to Damages arising out of or relating to the gross negligence or willful misconduct of FireGuard, Inc., which is deemed by a court of competent jurisdiction to have materially and directly contributed to the Damages suffered by the FireGuard, Inc.; provided further that this provision shall only apply to the extent the FireGuard, Inc.'s insurance coverage does not cover the Damages. As used in this paragraph, the term "Company" shall include FireGuard, Inc.'s employees, agents, representatives, shareholders, officers, directors and subcontractors; at any level, and the subcontractors' representatives, agents, employees, shareholders, officers and directors. This provision shall survive completion of the work and the termination of the Agreement, for any reason.

16. **INSURANCE.** Customer represents and warrants to FireGuard, Inc. that it has adequate liability insurance coverage to cover the work to be performed under the Agreement and shall provide FireGuard, Inc. with evidence of such insurance upon request of FireGuard, Inc..
17. **SUBROGATION.** Each party waives rights of subrogation against the other party to the extent of their respective first party insurance coverages, for any and all losses suffered by either party, whether or not caused by the negligence of the Customer or FireGuard, Inc. or those for whom they are responsible; provided that this release shall be in force and effect only with respect to loss or damage occurring during the time each parties' insurance policies contain a clause to the effect that this release shall not affect said policies or the right of the insured to recover. Each party agrees that its first party insurance policies will contain a clause so long as the same is obtainable without extra costs, or if extra cost is chargeable, so long as the other party pays such extra cost.
18. **MISCELLANEOUS.**
- a. This Agreement constitutes the entire agreement between the parties and supersedes any previous agreement, understanding or order between the parties. Should the terms and conditions of any purchase order of Customer issued in connection with this Agreement conflict with the terms contained in this Agreement or add any new terms to this Agreement, such new terms or different terms shall be of no force or effect. The terms of this Agreement shall prevail over any terms in Customer's purchase order and different or new terms shall only be binding on FireGuard, Inc. if expressly accepted in writing by FireGuard, Inc.. No modification or waiver of the terms of this Agreement shall be binding unless made in writing and signed by both parties.
 - b. This Agreement is made and entered into in the State of Nebraska and shall be in all respects governed by and construed in accordance with the laws of the United States and the State of Nebraska as if entirely performed in Nebraska and without regard to any conflict of law rules and without regard to any rules of construction or interpretation relating to which party drafted this Agreement. Nothing in this Agreement is intended to supersede, conflict with or alter FireGuard, Inc.'s rights and Customer's obligations under the Nebraska contractor and Subcontractor Payment act.
 - c. Customer consents to the exclusive jurisdiction and venue of the Douglas County Court of Nebraska with respect to the enforcement of this Agreement, the collection of any amounts due under this Agreement or any disputes arising under this Agreement. Customer agrees that effective service of process may be made upon Customer by U.S. Mail under the notice provision contained in subparagraph D of this paragraph 18.
 - d. All notices or other communications permitted or required to be given in writing under this Agreement shall be sent by certified mail, return receipt requested and directed to the address of FireGuard, Inc. or Customer shown below. Notice will be deemed to have been given upon the mailing of the notice.
 - e. This Agreement is not cancelable by Customer for any reason whatsoever.
19. **REMEDIES CUMULATIVE.** The remedies provided in this Agreement in favor of FireGuard, Inc. upon default of Customer shall not be deemed to be exclusive, but shall be cumulative and in addition to all other remedies in FireGuard, Inc.'s favor existing at law or in equity. FireGuard, Inc. may exercise all remedies, whether or not expressed successively or concurrently, and any such action shall not operate to release Customer until the full amount of all sums due and to become due under this Agreement have been paid.
20. **NO ASSIGNMENT.** This Agreement may not be assigned by Customer directly or indirectly (including, without limitation, by merger or sale of stock) without the prior written consent of FireGuard, Inc., which consent may be withheld by FireGuard, Inc., in its sole discretion, for any reason or no reason.
21. **SEVERABILITY.** If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable or invalid such provision shall be modified to the extent necessary to eliminate such invalidity or unenforceability, and any remaining unenforceability or invalidity shall have no effect on any of the other terms of the Agreement, which shall remain in full force and effect in accordance with its terms.
22. **COMMERCIAL TRANSACTION.** Customer acknowledges, agrees, represents and warrants that the transactions contemplated by this Agreement are commercial transactions and not for personal, household or family purposes.
23. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be an original but all of which taken together shall constitute one Agreement.
24. **HEADINGS.** Section headings shall have no effect on the meaning of this Agreement, and are included only for convenience of reference.
25. **TOOLS.** Any special equipment, tools, dies, fixtures, or jigs produced or acquired by FireGuard, Inc. for the manufacture or installation of articles under this Agreement shall remain the property of FireGuard, Inc..
26. **USE OF DESIGNS AND DATA.** Any knowledge or information, including drawings and data, which FireGuard, Inc. shall have disclosed or may hereafter be FireGuard, Inc.'s confidential and proprietary information and Customer shall take any and all steps as are reasonable to protect the confidentiality of such information. FireGuard, Inc. does not grant to Customer any reproduction rights or any rights to use such information.
27. **ELECTRIC POWER CONNECTION.** When electric is required for System operation, Customer will provide a separately fused (120 Vac, 60 Hz, 20 Amp) primary power with ground within 6 feet of control panel location. To assure uninterrupted service, this power should come from the main electric distribution center.
28. **SERVICES NOT INCLUDED.**
- a. When a labor price is submitted, it is based on all work being performed during a five (5) day forty (40) hour work week. If overtime or premium time is performed, an additional charge will be made to the Customer. Normal work weeks are 8 a.m. to 5 p.m., Monday through Friday, except Company holidays.
 - b. Unless otherwise specifically provided in the Proposal, Customer agrees to do all necessary patching of masonry work; painting, carpentry work and the like.
 - c. Customer shall also provide a wiring, conduit and labor to connect the provided pressure switches to an equipment to be turned on or off such as alarms, motors, conveyors, fans or cooking equipment.
 - d. Customer shall also provide necessary hardware and linkage to permit automatic closing of doors, windows, duct dampers, etc, upon actuation of any provided pressure release trip device. Unless specifically indicated in the Proposal, services do not include costs for any discharge or concentration tests required by approval authorities.
 - e. No provision to exhaust any discharged agent is included in this Proposal.
 - f. Should an employee of FireGuard, Inc. be required to attend a "right to know" session at Customer's location, a surcharge will be added to the final invoice.
29. **MECHANICS' LIEN NOTICE.** Where FireGuard, Inc. is a subcontractor, the Customer acknowledges, agrees and personally accepts service of this Agreement on behalf of the owner of the real property at which the System is to be installed as FireGuard, Inc.'s preliminary notice of FireGuard, Inc.'s intention to file a Mechanic's Lien if and when FireGuard, Inc. is not paid. The subcontractor is the FireGuard, Inc., and the contractor is the Customer, and the amount claimed will be the balance due under this Agreement, and any amendments or change orders as of the date of filing a mechanics' lien claim. Customer agrees to promptly notify the owner of the premises on which work is to be performed of this Mechanics' Lien Notice.
30. **AGREEMENT MODIFICATION.** No terms or conditions, other than those stated herein, and no agreement or understanding in any way of modifying the terms and conditions herein stated, shall be binding upon FireGuard, Inc. or Customer unless made in writing and signed by FireGuard, Inc. and Customer.
31. **ELECTRONIC DOCUMENTS:** FireGuard, Inc. hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. FireGuard, Inc. may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the right and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.



Northside Elementary School	Edwards EST 4 Panel
1200 14 th Street Nebraska City, NE 68419	Fire Alarm System
Attn: Jenny Gawart	Doug Olberding 402-556-6100

This proposal is confidential, please do not share.

Scope of Work:

General Fire and Safety offers this proposal for Material, Installation Labor, Drawings, Programming, and Testing for a new Edwards EST 4 Fire Alarm System.

Bill of Materials to Include:

- 1 Edwards EST-4 Fire Alarm Voice Evacuation Panel w / Dialer & Microphone
- 1 Remote Annunciator w / Common Controls & Microphone for Audio Control
- 1 Booster Power Supply w / Synchronization Module
- 87 Smoke Detector w / Base
- 3 Heat Detector w / Base
- 60 Duct Detector w / Sample Tube and Remote Test Switch
- 12 Manual Pull Station
- 3 Addressable Monitor Modules for Sprinkler Monitoring
- 1 Elevator Control Cabinet w / Control Relays and Monitor Module
- 40 Wall Mount Strobe Notification Device
- 77 Wall Mount Speaker Strobe Notification Device
- 2 Outdoor Speaker Strobe Device
- 38 Flush Wall Mount Door Holder
- 55 Plenum Fire Alarm Wire – 1000 ft. Boxes
- 1 Miscellaneous Mounting Hardware

Pricing – Drawings, Program and Materials:

• Material Price:	\$74,640.00
• Drawings, Submittals, Permit & Inspection Fees:	\$2,980.00
• Labor – Installation:	\$98,800.00
• Labor – Programming Labor, and Testing:	<u>\$8,940.00</u>
Total:	\$185,360.00



Northside Elementary	Edwards EST 4 Panel
1200 14 th Street Nebraska City, NE 68410	Fire Alarm System
Attn: Jenny Gawart	Doug Olberding 402-556-6100

This proposal is confidential, please do not share.

Fire Alarm System Notes:

- This proposal serves as confirmation that General Fire and Safety will provide drawings, labor, material, programming, and testing for a new Edwards fire alarm system.
- Pricing in this proposal utilizes the design drawings provided by the Nebraska City School District. Set dated 12.14.2008. General Fire and Safety designed this system for proposal purposes. If changes are requested later, updated pricing will be made available.
- Troubleshooting of wiring issues not installed by General Fire is not included in this pricing. Assistance will be made available and invoiced at an hourly rate.
- All work to be performed according to Manufacturer’s Guidelines.
- Patching and painting are not included in this proposal.
- No connection to HVAC, Elevator, or Door Equipment is included in this pricing. Relays will be provided if required.
- Phone lines for the DACT Remote System Monitoring are to be provided by the owner and are not included in this proposal.
- Work completed during normal business hours – M-F 8am to 4:30pm. No overtime work is included in the pricing.
- Payment Terms: Net 30 Days. Project billing will be invoiced every 30 days until the project is complete.

Thank you for the opportunity to provide this pricing.

Page 2

Payment Terms: Net 30 Days / All quoted amounts are subject to sales tax. / Proposal valid thru 07.03.2024

Acceptance Signature:	Date:	Submitted by: Doug Olberding	Date: 06.03.2024
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General Fire and Safety – Ultimate Protection / Superior Service



July 2, 2024

Jenny Gawart
Nebraska City Public Schools
Northside Elementary School
1200 14th Avenue
Nebraska City, Nebraska 68410

Subject: Building Fire Alarm Upgrade Northside Elementary School

Dear Jenny,

Fire Protection Services is pleased to provide you with this proposal which includes all the required labor, material and engineering for the installation of the following systems:

Install New EST 4 Voice Evacuation Control Panel:

- 1 – EST 4 Addressable Control Panel w/ Voice Paging
- 2 – Batteries
- 86 – Smoke Detector
- 12 – Monitor Modules
- 18 – Relay Modules
- 3 – Power Supply
- 1 – Manual Pull Stations
- 56- Duct Smoke Detectors
- 56 – Shut Down Relays
- 56 – Sampling Tubes
- 56 – Test Stations
- 77 – Speaker Strobes
- 33 – Strobes
- 1 – Reconnect to existing wiring.

Installed Price is \$115,802.00 (One Hundred Fifteen Thousand Eight Hundred Two Dollars and 00/100).

Sincerely,

Dan Hershiser

Grasshopper QuikQuote

#34250N00081



Quoted by

Landis Engine Co
 210 S 11th St
 Nebraska City, NE 68410
 P: (402) 873-6231

Steven Recker

Owner
 E: landisengine@gmail.com
 P: 4028736231

Quoted for

Nebraska City Public Schools
 1700 14th Ave
 NEBRASKA CITY NE 68410
 E: mfritch@nebcityps.org



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 729BT with 3472PF

Quoted: Jun 24, 2024

Power Unit & Deck

	List	Bid
Model 729BT (531900) 895cc Big Block engine; "no-gears" T6 pump-and-wheel-motor transmission; AntiVibe Power Platform; luxury seat and shock-absorbing footrest	\$13,230.00	\$10,848.60
3472PF – 72" w/ PowerFold & pneumatic tires standard (532979)	\$5,035.00	\$4,128.70

List Total: \$18,710.00

Bid Price: \$15,342.20

Grand Total: \$15,342.20

Stipulation(s):

✓ Expected Delivery Date:
08/01/2024

Wholegoods

	List	Bid
503219+503220 – Counterweight Kit - 100 lb. with mount kit (Two 50-lb. weights included)	\$445.00	\$364.90
533517 – Turf Tires - 22 x 11-10 (in lieu)	\$0.00	\$0.00

700 SERIES AIR-COOLED FRONTMOUNT™

Unexpected power
when you need it most

QuikAdjust Tilt™ levers
with 9-in. adjustment range



LIMITED WARRANTY†
3 YEAR
UNLIMITED
COMMERCIAL
LIMITED WARRANTY†
4 YEAR
800 HRS
RESIDENTIAL

Standard PowerFold® Electric Deck Lift. See Page 13 for more info.

725KT

52 61

747 cc, Kohler Command Pro V-Twin OHV horizontal crankshaft gasoline engine

729BT
BIG BLOCK™

52 61 72

896 cc, V-Twin OHV Vanguard BIG BLOCK™ horizontal crankshaft gasoline engine

735BT
BIG BLOCK™

61 72

993 cc, V-Twin OHV Vanguard BIG BLOCK™ horizontal crankshaft gasoline engine

727T EFI

52 61 72

747 cc, V-Twin Kohler Command Pro, Delphi®-based closed-loop, Electronic Fuel Injection horizontal crankshaft gasoline engine

Powerful and efficient with choices of Vanguard Big Block or Kohler EFI engines with horizontal crankshaft for longer performance life.

DURABILITY & LONGEVITY

For enhanced efficiency, consider the 727T EFI with closed-loop electronic fuel injection. A wide range of benefits include decreased fuel use, reliable hot and cold weather starts, reduced engine exhaust emissions and fewer fuel-related service issues.

Versatile and productive, with power to tackle tough jobs and plenty to spare thanks to the use of exclusive design-matched T-Drive™ and T6® hydrostatic drive systems. The tandem-pump drive train is direct-coupled to the engine to transmit more power to the cutting deck or implement. The innovative AntiVibe Power Platform® isolates the engine and drive system from the operator station providing an unprecedented, vibration-free environment eliminating fatigue for the operator.

The CoolFan™ hydrostatic pump and filter cooling system partner with wheel motors for smooth, responsive steering and less maintenance with 1,000-hour fluid change intervals.

MANICURED CUT

5.5-inch deep DuraMax® contour-cut decks with anvil-edged design for exceptional durability easily convert from wide-pattern side discharge to optional mulching or vacuum collection systems. A dedicated rear-discharge deck is also available.

Change cutting height easily with the flip of the PowerFold® deck switch. Use the same switch to electrically fold up the deck for storage and easy maintenance.

COMFORT & ERGONOMICS

Deep-cushioned Premium Comfort Seat featuring CoolTemp Cordura® with lumbar support and coil-spring suspension keeps the operator comfortably in control for all-day comfort.

QuikAdjust Tilt™ steering levers with “no tools” adjustment provide a 9-inch range for maximum comfort and fit.

Quickly attach a wide range of seasonal implements with the exclusive QuikConverter™ Implement System to save time and labor on all your jobs. Power units include standard wiring harness for the addition of electric-powered implements.

Mowing speeds up to 10 MPH
and 6.55 acres/hr. based on
72" cutting width*
For more details visit:
grasshoppermower.com/acres



► DuraMax® deck

OPTIONS

- » Quik-D-Tatch® PowerVac™ Collection Systems
- » Down Discharge™ mulching packages
- » Dedicated rear-discharge deck
- » Speed-Trimming™ heavy-duty roller
- » Hydraulic deck lift
- » LED work lights (725KT)
- » Full-flotation deck inserts
- » Taller steering levers
- » Big Boy wide-seat conversion kit
- » Premier suspension seat
- » Adjustable cup holder
- » Foldable ROPS with seat belt
- » Turf tires
- » Multiple tail wheel options
- » Flat-proof 13 x 6.5-6 tires
- » Michelin® X® Tweel® 22 x 11-12 Airless Turf Tires
- » Michelin® X® Tweel® 13 x 6.5-6 Airless Tail Wheels
- » Michelin® X® Tweel® 13 x 6.5-6 Airless Deck Tires (72")
- » QuikConverter™ implements
- » Aluminum or Vinyl Sunshade Canopy
- » Yellow beacon light
- » Filter minder (729BT/735BT)
- » Air Dam kit – for dry, dusty conditions
- » QuikConverter™ implement capability with wiring harness
- » PowerFold® height adjustment switch on armrest
- » Side discharge control kit
- » Footrest riser

Be more productive with the addition of a PowerVac™ Collection System or other implements. Ask for specifications or visit grasshoppermower.com/implements. Models may be shown with optional equipment. *Actual results may vary. † See warranty card for details

AIR-COOLED 700 SERIES - SPECIFICATIONS

MODEL	Standard	Option	725KT	727T	729BT	735BT
ENGINE						
Type/Displacement/Cylinders						
Kohler Command Pro / 45.6 cu. in. (747cc) / V-Twin	•					
Kohler Command Pro, Delphi [®] -based, closed-loop, Electronic Fuel Injection (EFI) / 45.6 cu. in. (747cc) / V-Twin		•				
B&S Vanguard Big Block / 54.7 cu. in. (896cc) / V-Twin				•		
B&S Vanguard Big Block / 60.6 cu. in. (993cc) / V-Twin					•	
Crankshaft/Cooling System						
Horizontal / Air	•	•	•	•	•	•
Fuel/Capacity						
Gasoline - unleaded / 7.2 U.S. Gal. (27.3 l)	•	•	•	•	•	•
Air Cleaner						
Heavy-duty, remote-mounted engine air cleaner with replaceable element	•		•	•	•	•
Heavy-duty cyclonic, remote-mounted engine dual air cleaner with replaceable element		•				
STARTER & ELECTRICAL SYSTEM						
Maintenance-Free Battery/Charging Capacity/Starter						
12 volt/15 amp/solenoid shift	•					
12 volt/20 amp/solenoid shift		•	•	•	•	•
Ignition						
Breakerless	•	•	•	•	•	•
Interlock System						
Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.	•	•	•	•	•	•
ULTIMATE OPERATOR STATION™						
Premium Comfort Seat						
Iso-mounted, high-back, multi-density, foam-padded Cordura [®] -covered, padded arms/backrest with lumbar support, coil-spring suspension and embroidered Grasshopper logo on seat back.	•	•	•	•	•	•
Premier Suspension Seat	○	○	○	○	○	○
Suspension						
AntiVibe Power Platform [®] provides vibration-free experience.	•	•	•	•	•	•
Console-Mounted Instruments						
Low engine oil pressure and parking brake warning lights, digital hour meter, work light, ignition and push/pull PTO switches. Choke integrated with throttle lever.	•			•	•	•
Low engine oil pressure, engine code light and parking brake warning lights, digital hour meter, ignition and push/pull PTO switches.			•			
Operator Protection/Convenience						
ROPS with seat belt	•	•	•	•	•	•
Adjustable cup holder	○	○	○	○	○	○
Work Lights						
LED	○	•	•	•	•	•
TRANSMISSION & STEERING						
Type						
T-Drive [™] hydrostatic transmission with tandem 12cc Parker pumps-in-reservoir, in-line CoolFan [™] for cooling efficiency, design-matched Parker high-torque wheel motors.	•					
T ⁶ [®] hydrostatic transmission with tandem 16cc Parker pumps-in-reservoir, in-line CoolFan [™] for cooling efficiency, design-matched Parker high-torque wheel motors.		•	•	•	•	•
AntiVibe Power Platform [®] reduces vibration for the operator.	•	•	•	•	•	•
Transmission Fluid/Filtration						
Grasshopper CoolTemp Hydro-Max [™] fluid withstands high and low temperature extremes for 1,000-hour change intervals. / Integrated, replaceable, high-efficiency, fine-particle filter.	•	•	•	•	•	•
Speed						
0 - 9.0 mph (0 - 14.5 kph) forward	•					
0 - 10.0 mph (0 - 16.1 kph) forward		•	•	•	•	•
0 - 6.0 mph (0 - 9.7 kph) reverse	•	•	•	•	•	•
Turning Radius						
True zero degree, turns within own length with counter-rotating, independently powered drive wheels. Seat is pivot point.	•	•	•	•	•	•
Steering						
One- or two-handed operation with QuikAdjust Tilt [™] dual levers with 9-inch adjustment range that automatically return to neutral from either forward or reverse position.	•	•	•	•	•	•

MODEL	Standard	Option	725KT	727T	729BT	735BT	
Brakes							
Dynamic braking through hydrostatic transmission. Disc parking brakes, one for each drive wheel.	•	•	•	•	•	•	
Attachment Drive							
Telescoping PTO shaft with two high-speed U-joints, Quik-D-Tatch [®] coupler and heavy-duty electric MagStop blade clutch/brake.	•	•	•	•	•	•	
Wiring harness for electric-powered implements	•	•	•	•	•	•	
POWER UNIT TIRE SIZES							
Drive Wheels (4-ply rated): 22 x 11-10 bar tread, high flotation	•	•	•	•	•	•	
Drive Wheels (4-ply rated): 22 x 11-10, turf tread	○	○	○	○	○	○	
Tail Wheel: Wide-Stance, Single-Fork, 13 x 6.5-6 rib tread, pneumatic (2)	•	•	•	•	•	•	
Tail Wheel: Single-Fork, 13 x 6.5-6 rib tread, pneumatic	○	○	○	○	○	○	
POWER UNIT DIMENSIONS							
Width: 50.0 in. (127.0 cm)	•	•	•	•	•	•	
Length: 67.0 in. (170.2 cm)	•	•	•	•	•	•	
Height (ROPS): 69.0 in. (175.3 cm)	•	•	•	•	•	•	
Height (seat back/seat cushion): 46.0 in. (116.8 cm) / 30.5 in. (77.5 cm)		•					
Height (seat back/seat cushion): 47.0 in. (119.4 cm) / 30.5 in. (77.5 cm)	•	•	•	•	•	•	
Wheelbase: 51.5 in. (130.8 cm)	•	•	•	•	•	•	
WEIGHT							
Uncrated: 890 lbs. (403.7 kg)	•						
Uncrated: 915 lbs. (415 kg)		•					
Uncrated: 930 lbs. (421.8 kg)				•	•		
DURAMAX[®] CONTOUR-CUT DECKS - Side Discharge or Dedicated Rear Discharge							
Model	Side Discharge/Rear Discharge	3452/3552R	3661/3761R	3472/3572R			
Width of cut		52 in. (132.1 cm)	61 in. (154.9 cm)	72 in. (182.9 cm)			
Width with deflector down		65.5 in. (166.5 cm)	74.5 in. (189.2 cm)	85.5 in. (222.3 cm)			
Width with deflector folded up		55.0 in. (139.7 cm)	64.0 in. (162.6 cm)	75.0 in. (190.5 cm)			
Width - mulching or rear discharge		53.5 in. (135.9 cm)	62.5 in. (158.8 cm)	73.5 in. (186.7 cm)			
Cutting Height*		1.25 to 5.0 in. (3.2 cm to 12.7 cm)					
PowerFold [®]		•	•	•			
Compatibility							
725KT		•	•				
727T		•	•	•			
729BT		•	•	•			
735BT		•	•	•			
Construction (Robotic-welded steel) - Side discharge or optional Dedicated Rear Discharge							
Tubular 2.25 in. x 4 in. boxed members with 0.25 in. gussets. Formed double thickness hardened steel (0.269 in. - 7.6% thicker than 0.25 in. (6.35 mm) truss spindle plane and (3) Sentry [™] spindles and a triple-strength upper deck, over 1/2 in. thick in stress zones. Geometrically engineered design with 7 gauge skirts withstands the brunt of commercial mowing. Anvil-edge design with 0.5 in. (12.7 mm) reinforcement on front edge of deck.							
Blades (MARBAIN[®], 1/4-in. - High-lift blades standard)							
Tempered, alloy steel		(3) 18 in. (45.7 cm)	(3) 21 in. (53.3 cm)	(3) 25 in. (63.5 cm)			
Spindle Assemblies							
2.5 cm (approx. 1 in.) O.D. shaft. Double bearings. Greasable from top of deck. Deck spindle cones shield housing and lower bearings from fiber wrap and dirt ingestion.							
Spindle Housing - 8 in. (20.3 cm)-diameter with 6 bolt pattern							
Machined aluminum		•	•	•			
Blade Drive							
Maintenance-free gearbox with single Kevlar [®] V-belt and idler arm tensioning.							
Trimability							
(outside of tire to left trim side)		1.0 in. (2.5 cm)	8.5 in. (21.6 cm)	13.75 in. (34.9 cm)			
Power Unit/Deck Length							
Deck (mowing position)		105.5 in. (268.0 cm)	109.5 in. (278.1 cm)	117.5 in. (298.5 cm)			
Deck (folded up)		88.5 in. (224.8 cm)	91.0 in. (231.1 cm)	104.0 in. (264.2 cm)			
Tire Size (4-ply rated): 9 x 3.5-4 (flat-proof)		•					
Tire Size (4-ply rated): 11 x 4-5 (flat-proof)			•				
Tire Size (4-ply rated): 13 x 6.5-6 (rib tread pneumatic)				•			
Weight Uncrated							
Side Discharge:		370 lbs. (167.8 kg)	420 lbs. (190.5 kg)	545 lbs. (247.2 kg)			
Mulching Package (Mulching package includes high-low mulching blades.)		29 lbs. (13.2 kg)	36 lbs. (16.3 kg)	44 lbs. (20.0 kg)			

* 1.25" is reached with the combination of raising deck forks to top position AND moving tractor mounts lower by one set of holes. 5.0" height is reached using High Mow Kit #503289 for 52" & 61" decks, or #503287 for 72" deck.

Grasshopper QuikQuote

#34250N00082



Quoted by

Landis Engine Co
 210 S 11th St
 Nebraska City, NE 68410
 P: (402) 873-6231

Steven Recker

Owner

E: landisengine@gmail.com
 P: 4028736231

Quoted for

Nebraska City Public Schools
 1700 14th Ave
 NEBRASKA CITY NE 68410
 E: mfritch@nebcityps.org



Models may be shown with optional equipment that may or may not appear on your specific quote

Model 729T with 3472PF

Quoted: Jun 24, 2024

Power Unit & Deck

	List	Bid
Model 729T (532151) 962cc Kubota gasoline engine; "no-gears" T6 pump-and-wheel-motor transmission; AntiVibe Power Platform; luxury seat and shock-absorbing footrest	\$16,740.00	\$13,726.80
3472PF – 72" w/ PowerFold & pneumatic tires standard (532979)	\$5,035.00	\$4,128.70

List Total: \$22,220.00

Bid Price: \$18,220.40

Grand Total: \$18,220.40

Stipulation(s):

✓ Quote Expires in 30 days

Wholegoods

	List	Bid
503219+503220 – Counterweight Kit - 100 lb. with mount kit (Two 50-lb. weights included)	\$445.00	\$364.90
533517 – Turf Tires - 22 x 11-10 (in lieu)	\$0.00	\$0.00

700 SERIES LIQUID-COOLED FRONTMOUNT™

Power and versatility that expand your capabilities

LIMITED WARRANTY†

3 YEAR
UNLIMITED
COMMERCIAL

LIMITED WARRANTY†

4 YEAR
800 HRS
RESIDENTIAL

QuikAjust Tilt™ levers with 9-in. adjustment range



Standard PowerFold® Electric Deck Lift.
See Page 13 for more info.

729T

52 61 72

962 cc, 3-cylinder MaxTorque™ horizontal crankshaft gasoline engine; T6® hydrostatic transmission

725DT

52 61 72

898 cc, 3-cylinder Clean Diesel horizontal crankshaft engine; T6® hydrostatic transmission

► **DuraMax® deck**

OPTIONS

- » Quik-D-Tatch® PowerVac™ Collection Systems
- » Down Discharge™ mulching packages
- » Dedicated rear-discharge deck
- » Speed-Trimming™ heavy-duty roller
- » Hydraulic deck lift
- » Full-flotation deck inserts
- » Taller steering levers
- » Big Boy wide-seat conversion kit
- » Premier suspension seat
- » Foldable ROPS with seat belt
- » Multiple tail wheel options
- » Turf tires
- » Michelin® X® Tweel® 22 x 11-12 Airless Turf Tires
- » Michelin® X® Tweel® 13 x 6.5-6 Airless Tail Wheels
- » Michelin® X® Tweel® 13 x 6.5-6 Airless Deck Tires (72")
- » Flat-proof 13 x 6.5-6 tires
- » QuikConverter™ implements
- » Aluminum or Vinyl Sunshade Canopy
- » Yellow beacon light
- » Filter minder
- » QuikConverter™ implement capability with wiring harness
- » Tine-Rake Dethatcher
- » PowerFold® height adjustment switch on armrest
- » Radiator cleaning wand
- » Block heater
- » Side discharge control kit
- » Air Dam kit – for dry, dusty conditions
- » Footrest riser

Perfect for fleet operations, these mowers combine True ZeroTurn™ maneuverability with a high-quality cut and versatile performance

DURABILITY & LONGEVITY

Designed for speed and durability, offering the powerful performance of a 3-cylinder Kubota gasoline or EPA Tier 4 Final-compliant diesel engine to master a wide range of grounds maintenance jobs and give you more savings opportunities. DuraMax® decks up to 72 inches deliver a manicured cut and let you cover more ground in less time, while a complete line of efficient snow removal and turf renovation implements work year-round.

The horizontal crankshaft configuration adds performance life to the engine.

Design-matched T6® hydrostatic drive systems with AntiVibe Power Platform®, direct more power to the cutting deck and eliminate vibration. The CoolFan™ hydrostatic pump and filter cooling system partner with wheel motors for smooth, responsive steering and less maintenance with 1,000-hour fluid change intervals.

MANICURED CUT

5.5-inch deep DuraMax® contour-cut decks with anvil-edged design for exceptional durability easily convert from wide-pattern side discharge to optional mulching or vacuum collection systems. A dedicated rear-discharge deck is also available.

Change cutting height easily with the flip of the PowerFold® deck switch. Use the same switch to electrically fold up the deck for storage and easy maintenance.

COMFORT & ERGONOMICS

Deep-cushioned Premium Comfort Seat featuring CoolTemp Cordura® with lumbar support and coil-spring suspension keeps the operator comfortably in control for all-day comfort. An electronic fuel gauge/hour meter and two USB charging ports on the console, and an adjustable cup holder to make it convenient to tote along your favorite beverage.

QuikAjust Tilt™ steering levers with “no-tools” adjustment provide a 9-inch range for maximum comfort and fit.

Quickly attach a wide range of seasonal implements with the exclusive QuikConverter™ Implement System to save time and labor on all your jobs. Power units include standard wiring harness for the addition of electric-powered implements.

Mowing speeds up to 10 MPH and 6.55 acres/hr. based on 72" cutting width*
For more details visit: grasshoppermower.com/acres



Be more productive with the addition of a PowerVac™ Collection System or other implements. Ask for specifications or visit grasshoppermower.com/implements. Models may be shown with optional equipment. *Actual results may vary. †See warranty card for details

LIQUID-COOLED 700 SERIES - SPECIFICATIONS

MODEL	● Standard ○ Option	725DT	729T
ENGINE			
Type/Displacement/Cylinders			
Kubota MaxTorque™ / 54.8 cu. in. (898cc) / 3-cyl.		●	
Kubota MaxTorque™ / 58.7 cu. in. (962cc) / 3-cyl.			●
Crankshaft/Cooling System			
Horizontal / Liquid		●	●
Fuel/Capacity			
Diesel - No. 2 / 8.0 U.S. Gal. (30.3 l)		●	
Gasoline - unleaded / 7.2 U.S. Gal. (27.3 l)			●
Air Cleaner			
Heavy-duty, remote-mounted engine air cleaner with replacement element		●	●
STARTER & ELECTRICAL SYSTEM			
Maintenance-Free Battery/Charging Capacity/Starter			
12 volt/40 amp/solenoid shift		●	●
Ignition			
Breakerless			●
Diesel quick heat glow plug		●	
Interlock System			
Prevents engine start when PTO clutch is engaged or steering levers are in drive position. Allows operator dismount without engine shutdown only when PTO is disengaged and steering levers are locked in neutral.		●	●
ULTIMATE OPERATOR STATION™			
Premium Comfort Seat			
Iso-mounted, high-back, multi-density, foam-padded Cordura®-covered, padded arms/backrest with lumbar support, coil-spring suspension and embroidered Grasshopper logo on seat back.		●	●
Premier Suspension Seat		○	○
Foldable armrests		●	●
Suspension			
AntiVibe Power Platform® provides vibration-free experience.		●	●
Console-Mounted Instruments			
Low engine oil pressure, alternator, temperature and parking brake warning lights, engine temperature and volt gauges, electronic fuel gauge/hour meter, two USB charging ports, work light, ignition, glow plug and push/pull PTO switches.		●	
Low engine oil pressure, alternator, temperature and parking brake warning lights, engine temperature and volt gauges, electronic fuel gauge/hour meter, two USB charging ports, work light, ignition and push/pull PTO switches. Choke integrated with throttle lever.			●
Operator Protection			
ROPS with seat belt		●	●
Operator Convenience			
Adjustable cup holder		●	●
Work Lights			
LED		●	●
TRANSMISSION & STEERING			
Type			
T6® hydrostatic transmission with tandem 16cc Parker pumps-in-reservoir, in-line CoolFan™ for cooling efficiency, design-matched Parker high-torque wheel motors.		●	●
AntiVibe Power Platform® reduces vibration for the operator.		●	●
Transmission Fluid/Filtration			
Grasshopper CoolTemp Hydro-Max™ fluid withstands high and low temperature extremes for 1,000-hour change intervals. / Integrated, replaceable, high-efficiency, fine-particle filter.		●	●
Speed			
0 - 10.0 mph (0 - 16.1 kph) forward		●	●
0 - 6.0 mph (0 - 9.7 kph) reverse		●	●
Turning Radius			
True zero degree, turns within own length with counter-rotating, independently powered drive wheels. Seat is pivot point.			●
Steering			
One- or two-handed operation with QuikAdjust Tilt™ dual levers with 9-inch adjustment range that automatically return to neutral from either forward or reverse position.		●	●
Brakes			
Dynamic braking through hydrostatic transmission. Disc parking brakes, one for each drive wheel.		●	●

MODEL	● Standard ○ Option	725DT	729T	
Attachment Drive				
Telescoping PTO shaft with two high-speed U-joints, Quik-D-Tatch® coupler and heavy-duty electric MagStop blade clutch/brake.		●	●	
Temperature Sentry/high temperature clutch cut-out		●	●	
Wiring harness for electric-powered implements		●	●	
POWER UNIT TIRE SIZES				
Drive Wheels (4-ply rated): 22 x 11-10 bar tread, high flotation		●	●	
Drive Wheels (4-ply rated): 22 x 11-10, turf tread		○	○	
Tail Wheel: Wide-Stance, Single-Fork, 13 x 6.5-6 rib tread, pneumatic (2)		●	●	
POWER UNIT DIMENSIONS				
Width: 50.0 in. (127.0 cm)		●	●	
Length: 67.0 in. (170.2 cm)		●	●	
Height (ROPS): 69.0 in. (175.3 cm)		●	●	
Height (seat back/seat cushion): 46.0 in. (116.8 cm) / 30.5 in. (77.5 cm)		●	●	
Wheelbase: 51.5 in. (130.8 cm)		●	●	
WEIGHT				
Uncrated: 1000 lbs. (453.6 kg)		●	●	
DURAMAX® CONTOUR-CUT DECKS - Side Discharge or Dedicated Rear Discharge				
Model	Side Discharge/Rear Discharge	3452/3552R	3661/3761R	3472/3572R
Width of cut		52 in. (132.1 cm)	61 in. (154.9 cm)	72 in. (182.9 cm)
Width with deflector down		65.5 in. (166.5 cm)	74.5 in. (189.2 cm)	85.5 in. (227.3 cm)
Width with deflector raised		55.0 in. (139.7 cm)	64.0 in. (162.6 cm)	75.0 in. (190.5 cm)
Width - mulching or rear discharge		53.5 in. (135.9 cm)	62.5 in. (158.8 cm)	73.5 in. (186.7 cm)
Cutting Height*		1.25 to 5.0 in. (3.2 cm to 12.7 cm)		
PowerFold®		●	●	●
Compatibility				
725DT		●	●	●
729T		●	●	●
Construction (Robotic-welded steel)				
Tubular 2.25 in. x 4 in. boxed members with 0.25 in. gussets. Formed double thickness hardened steel (0.269 in. - 7.6% thicker than 0.25 in. (6.35 mm) truss spindle plane and (3) Sentry™ spindles and a triple-strength upper deck, over 1/2 in. thick in stress zones. Geometrically engineered design with 7 gauge skirts withstands the brunt of commercial mowing. Anvil-edge design with 0.5 in. (12.7 mm) reinforcement on front edge of deck.				
Blades (MARBAIN®, 1/4-in. - High-lift blades standard)				
Tempered, alloy steel		(3) 18 in. (45.7 cm)	(3) 21 in. (53.3 cm)	(3) 25 in. (63.5 cm)
Spindle Assemblies				
2.5 cm (approx. 1 in.) O.D. shaft. Double bearings. Greasable from top of deck.				
Deck spindle cones shield housing and lower bearings from fiber wrap and dirt ingestion.				
Spindle Housing - 8 in. (20.3 cm)-diameter with 6 bolt pattern				
Machined aluminum		●	●	●
Blade Drive				
Maintenance-free gearbox with single Kevlar V-belt and idler arm tensioning.				
Trimability				
(outside of tire to left trim side)		1.0 in. (2.5 cm)	8.5 in. (21.6 cm)	13.75 in. (34.9 cm)
Power Unit/Deck Length				
Deck (mowing position)		105.5 in. (268.0 cm)	109.5 in. (278.1 cm)	117.5 in. (298.5 cm)
Deck (folded up)		88.5 in. (224.8 cm)	91.0 in. (231.1 cm)	104.0 in. (264.2 cm)
Tire Size (4-ply rated): 9 x 3.5-4 (flat-proof)		●		
Tire Size (4-ply rated): 11 x 4-5 (flat-proof)			●	
Tire Size (4-ply rated): 13 x 6.5-6 (rib tread, pneumatic)				●
Weight Uncrated				
Side Discharge:		370 lbs. (167.8 kg)	420 lbs. (190.5 kg)	545 lbs. (247.2 kg)
Mulching Package (Mulching package includes high-low mulching blades.)		29 lbs. (13.2 kg)	36 lbs. (16.3 kg)	44 lbs. (20.0 kg)
* 1.25" is reached with the combination of raising deck forks to top position AND moving tractor mowers lower by one set of holes. 5.0" height is reached using High Mow Kit #503289 for 52" & 61" decks, or #503287 for 72" deck.				



AND PROGRAM PRICING

FLEET	26% OFF	27% OFF	NATL. ACCT.	28% OFF	30% OFF	TFS/BUVBOARD	26% OFF	BBOA		MOWER LINE - UP
								CASH	PROMO	
	\$4,755.98	\$4,691.71	\$4,627.44	\$4,498.90	\$4,755.98		N/A	N/A		Raider 36" Kawasaki FS600 18.5HP **
	\$4,994.26	\$4,926.77	\$4,859.28	\$4,724.30	\$4,994.26		N/A	N/A		Raider 48" Kawasaki FS600 18.5HP **
	\$5,112.66	\$5,043.57	\$4,974.48	\$4,836.30	\$5,112.66		N/A	N/A		Raider 54" Kawasaki FS600 18.5HP **
										REVOLT & REVOLT SD
	\$5,004.62	\$4,936.99	\$4,869.36	\$4,734.10	\$5,004.62		\$5,275.14	\$5,802.65		Revolt SD 34" Kawasaki FS600 18.5HP
	\$5,106.00	\$5,037.00	\$4,968.00	\$4,830.00	\$5,106.00		\$5,382.00	\$5,920.20		Revolt SD 42" Kawasaki FS600 18.5HP
	\$6,672.58	\$6,582.41	\$6,492.24	\$6,311.90	\$6,672.58		\$7,033.26	\$7,736.59		Revolt 36" Kawasaki FX691 22HP
	\$6,914.56	\$6,821.12	\$6,727.68	\$6,540.80	\$6,914.56		\$7,288.32	\$8,017.15		Revolt 48" Kawasaki FX730 23.5HP
	\$7,035.92	\$6,940.84	\$6,845.76	\$6,655.60	\$7,035.92		\$7,416.24	\$8,157.86		Revolt 54" Kawasaki FX850 27HP
	\$7,217.22	\$7,119.69	\$7,022.16	\$6,827.10	\$7,217.22		\$7,607.34	\$8,368.07		Revolt 61" Kawasaki FX850 27HP
	\$7,621.26	\$7,518.27	\$7,415.28	\$7,209.30	\$7,621.26		\$8,033.22	\$8,836.54		Revolt 54" Kawasaki EVO781 EFI 31HP
	\$7,843.26	\$7,737.27	\$7,631.28	\$7,419.30	\$7,843.26		\$8,267.22	\$9,093.94		Revolt 61" Kawasaki EVO781 EFI 31HP
	\$7,058.86	\$6,963.47	\$6,868.08	\$6,677.30	\$7,058.86		\$7,440.42	\$8,184.46		Revolt 54" Vanguard EFI 28HP *NEW*
	\$7,177.26	\$7,080.27	\$6,983.28	\$6,789.30	\$7,177.26		\$7,565.22	\$8,321.74		Revolt 61" Vanguard EFI 28HP *NEW*
										REBEL
	\$8,857.06	\$8,737.37	\$8,617.68	\$8,378.30	\$8,857.06		\$9,335.82	\$10,269.40		Rebel 54" Kawasaki FX850 27HP
	\$9,093.86	\$8,970.97	\$8,848.08	\$8,602.30	\$9,093.86		\$9,585.42	\$10,543.96		Rebel 61" Kawasaki FX850 27HP
	\$9,204.86	\$9,080.47	\$8,956.08	\$8,707.30	\$9,204.86		\$9,702.42	\$10,672.66		Rebel 54" Kawasaki EVO781 EFI 31HP
	\$9,323.26	\$9,197.27	\$9,071.28	\$8,819.30	\$9,323.26		\$9,827.22	\$10,809.94		Rebel 61" Kawasaki EVO781 EFI 31HP
	\$9,397.26	\$9,270.27	\$9,143.28	\$8,889.30	\$9,397.26		\$9,905.22	\$10,895.74		Rebel 72" Kawasaki EVO820 EFI 34HP
	\$9,483.86	\$9,335.97	\$9,208.08	\$8,952.30	\$9,483.86		\$9,975.42	\$10,972.96		Rebel 61" Kawasaki FX1000 35HP
	\$9,708.06	\$9,576.87	\$9,445.68	\$9,183.30	\$9,708.06		\$10,232.82	\$11,256.10		Rebel 72" Kawasaki FX1000 35HP
	\$10,559.06	\$10,416.37	\$10,273.68	\$9,988.30	\$10,559.06		N/A	N/A		Rebel X 61" Vanguard EFI 37HP *NEW*
	\$10,670.06	\$10,525.87	\$10,381.68	\$10,093.30	\$10,670.06		N/A	N/A		Rebel X 72" Vanguard EFI 37HP *NEW*
										ROGUE
	\$10,818.06	\$10,671.87	\$10,525.68	\$10,233.30	\$10,818.06		\$11,402.82	\$12,543.10		Rogue 54" Kawasaki FX1000 35HP *NEW*
	\$10,914.26	\$10,766.77	\$10,619.28	\$10,324.30	\$10,914.26		\$11,504.22	\$12,654.64		Rogue 61" Kawasaki FX1000 35HP
	\$11,158.46	\$11,007.67	\$10,856.88	\$10,555.30	\$11,158.46		\$11,761.62	\$12,937.78		Rogue 72" Kawasaki FX1000 35HP
	\$10,914.26	\$10,766.77	\$10,619.28	\$10,324.30	\$10,914.26		\$11,504.22	\$12,654.64		Rogue 61" Kawasaki FX1000 35HP - Rear Discharge *NEW*
	\$11,158.46	\$11,007.67	\$10,856.88	\$10,555.30	\$11,158.46		\$11,761.62	\$12,937.78		Rogue 72" Kawasaki FX1000 35HP - Rear Discharge *NEW*
	\$11,432.26	\$11,277.77	\$11,123.28	\$10,814.30	\$11,432.26		\$12,050.22	\$13,255.24		Rogue 61" Kohler EFI 38.5HP
	\$11,661.66	\$11,504.07	\$11,346.48	\$11,031.30	\$11,661.66		\$12,292.02	\$13,521.22		Rogue 72" Kohler EFI 38.5HP
	\$11,432.26	\$11,277.77	\$11,123.28	\$10,814.30	\$11,432.26		\$12,050.22	\$13,255.24		Rogue 61" Kawasaki FX1000 EFI 38.5HP
	\$11,661.66	\$11,504.07	\$11,346.48	\$11,031.30	\$11,661.66		\$12,292.02	\$13,521.22		Rogue 72" Kawasaki FX1000 EFI 38.5HP
	\$11,099.26	\$10,949.27	\$10,799.28	\$10,499.30	\$11,099.26		\$11,699.14	\$12,869.14		Rogue 61" Vanguard EFI 37HP *NEW*
	\$11,210.26	\$11,058.77	\$10,907.28	\$10,604.30	\$11,210.26		\$11,816.22	\$12,997.84		Rogue 72" Vanguard EFI 37HP *NEW*
										RENEGADE
	\$12,172.26	\$12,007.77	\$11,843.28	\$11,514.30	\$12,172.26		\$12,994.71	\$14,294.18		Renegade 61" Kohler EFI 38.5HP
	\$12,327.66	\$12,161.07	\$11,994.48	\$11,661.30	\$12,327.66		\$13,160.61	\$14,476.67		Renegade 72" Kohler EFI 38.5HP
	\$17,470.66	\$17,234.57	\$16,998.48	\$16,526.30	\$17,470.66		\$18,651.11	\$20,516.22		Renegade 61" 1100cc Perkins 24.7HP

↑ ↓

X is the options available



Mark Fritch <mfritch@nebcityps.org>

Trade in values

3 messages

Landis Engine <landisengine@gmail.com>
To: "mfritch@nebcityps.org" <mfritch@nebcityps.org>

Fri, Jun 28, 2024 at 3:11 PM

Afternoon Mark,

I ran down and looked at the trade in equipment at the bus barn, it looks to me like you will have about \$4500 worth of trade in stuff with the two Scag mowers and the four Ariens snowblowers.

If you need anything else let me know!

Thanks

Steve Recker

Landis Engine Co

Mark Fritch <mfritch@nebcityps.org>
To: Jenny Gawart <jgawart@nebcityps.org>

Fri, Jun 28, 2024 at 3:49 PM

Sent from my iPhone

Begin forwarded message:

From: Landis Engine <landisengine@gmail.com>
Date: June 28, 2024 at 3:11:25 PM CDT
To: mfritch@nebcityps.org
Subject: Trade in values

[Quoted text hidden]

Mark Fritch <mfritch@nebcityps.org>
To: Landis Engine <landisengine@gmail.com>

Fri, Jun 28, 2024 at 3:50 PM

Thanks. I will be in touch.

Sent from my iPhone

> On Jun 28, 2024, at 3:11 PM, Landis Engine <landisengine@gmail.com> wrote:

>

>

[Quoted text hidden]



Prepared for:

Nebraska City Public Schools

Location:

215 N. 12th St

Nebraska City, NE 68410

Building Automation System

Service Support Contract

Primary Plan

Proposal Date: 4/1/2024



Building Scope

This service contract is provided by Albireo Energy LLC ("AE") and applies to building automation systems in the following buildings or facilities:

- ■ ■ ■ High School (141 Steinhart Park Rd, Neb City, NE 68410)
- ■ ■ ■ Middle School (909 1st Corso, Neb City, NE 68410)
- ■ ■ ■ Hayward Elementary (306S 14th St, Neb City, NE 68410)
- ■ ■ ■ Northside Elementary (1200 14th Ave., Neb City, NE 68140)

Account Manager

A dedicated Account Manager will be responsible for your total service satisfaction. Your Account Manager will provide the designated services, monitor equipment performance, track equipment service history, and consult with you to meet your objectives. Your account manager is **Chad Blacketer**.

Dedicated Service Team

Our Service Team knows these systems. All our service technicians are specialists in maintaining and troubleshooting your system.

Albireo Energy Contact Information

Account Manager: Chad Blacketer
Mobile: 402-681-2590
accountmanager@albireoenergy.com

24X7 Service: 402-571-9454
Non urgent service: ServiceOmaha@albireoenergy.com

Address: 10825 Farnam Drive Suite 201
Omaha, NE 68154

Customer Contact Information

Contact: Jenny Gawart, Maintance Director
jgawart@nebcityps.org

Work: 402-873-6033
Mobile: 402-209-1862



Work Site: 1700 14h Ave.
Nebraska City, NE 68410

Bill to: Nebraska City Schools
1700 14th Ave.
Nebraska City, NE 68410
Billing Email Address

Priority Response Time

As a support program customer, you will be given priority for service calls. Should an emergency arise, we will give you top priority over non-support program customers as well as the discounted support program service rates.

Call Availability- Service is available to call 7 days a week, 24 hours per day. After normal business hours an on-call technician is available for assistance by calling our service line at **402-571-9454**. For calls answered after normal business hours, clients will be billed at the agreed upon after hours rate. (Monday – Friday 7:00 am – 4:00 pm)

Technology Updates Included Not Included

There are periodic releases for the current software version that provides added features or speed to your system. (Does not include hardware or major software version upgrades) **AE** will provide these patches as they become available, always keeping your system current. This proposal includes:

- Server/Supervisor** QTY 1
- Network Controller** QTY 2
- Controller (Rocs)** QTY

Database Protection Included Not Included

The stored electronic information (programming, setpoints etc...) in your system represents a large part of your investment. **AE** will back up your entire database on a regular basis to ensure that it is always complete and up-to-date. We will maintain an off-site copy at our facility. This proposal includes:

- Server/Supervisor** Monthly Quarterly Semi-Annually Annually
- Network Controllers** Monthly Quarterly Semi-Annually Annually
- Field Controllers** Annually

NOTE: Depending on the availability of remote BAS access to your site, AE may complete this task from offsite.



Preventative Maintenance Off-Site/Remote Only Included Not Included

Seasonally evaluating your BAS is recommended best practice to help prevent emergency calls before they happen. Depending on the availability of remote access to your BAS, this work can be done remotely via a web interface. This proposal includes:

Remote Functional Checkout Frequency: 0 times annually (seasonally):

For Spring/Fall seasons, site visit work will include (twice annually):

- ■ ■ ■ Check server operation
- ■ ■ ■ History cleanup
- ■ ■ ■ Resource verify on server and net controllers
- ■ ■ ■ Supervisor/Net controller communication health check
- ■ ■ ■ BACnet Controller communication health check
- ■ ■ ■ Page by Page Graphics Review for proper operations and possible issues

Preventative Maintenance – On-Site Visits Included Not Included

Regular on-site visits from our skilled service team members can help prevent emergency calls before they happen and offer a better familiarity with your facility, BAS and current issues. This proposal includes:

Visit Frequency: visits annually (seasonally):

(Scheduling week/day of visits will be coordinated in advance between AE service department and facility staff prior to each visit.)

For Spring/Fall seasons, site visit work will include (twice annually):

- ■ ■ ■ Check server operation
- ■ ■ ■ History cleanup
- ■ ■ ■ Resource verification on server and net controllers
- ■ ■ ■ Supervisor/Net controller communication health check
- ■ ■ ■ BACnet Controller communication health check
- ■ ■ ■ Page by Page Graphics Review for proper operations and possible issues

On-Site Checkout Included Once Per Year As Part of Visits Above

■ ■ ■ ■ **Parts – See Exhibit A (Attached) for Equipment Listing.**



System Alarm Review

Included Not Include

Review basic functions and alarms daily, weekly, or monthly. Note the alarms and get back to customer with critical alarms and possible repairs. If additional troubleshooting is needed, AE will use Owner Directed Time or obtain customer approval. This proposal includes:

- Quarterly
- Daily
- Weekly
- Monthly

NOTE: Depending on the availability of remote BAS access to your site, AE may complete this task from offsite.

Graphic Update

Included Not Included

Review graphics and customize client's graphical interface to improve ease of use. Update graphic interface to the latest standards, work specifically with customer to find out what you and your maintenance staff needs to see in your AE graphic interface. This proposal includes:

- Update Graphics for ease of use

System Training

Included Not Included

Training can come in three forms: Onsite training, online BAS software training & training at the AE office that best fits customer schedule. Training sessions are customized based on the your needs and agenda. This proposal includes:

- Onsite training Qty:
- Offsite training Qty:
- Online training Qty:

Phone Support

Included Not Included

Phone support as needed for basic system operation support from our office. This does not include troubleshooting.

Phone support hours: Monday - Friday 7:00 am – 4:00 pm by calling the AE service line at 402-571-9454.



BAS Analytics

Included Not Included

AE will add cloud based analytics to your system to help identify problems before they become an issue. This proposal includes:

■ AE analytics server

Owner Directed Time

Included Not Included

Extra hours of support as you need it, whether it is immediate online support from our office, or an on-site visit from a service tech. Prepaying for these hours allows you to budget for emergency calls or special projects, and spread the payments on your terms. Note that this does not include the cost of parts and other materials. This proposal includes:

■ Hours

Cellular Service Administration

Included Not Included Not Applicable

Albireo Energy LLC ("AE") has provided a cellular router for your facility to allow remote service and monitoring access via an internet connection, independently of any existing networks. AE provides and maintains this service directly with the cellular provider. Monthly subscription, equipment and support costs are included within this service contract.

Spare/Replacement BAS Parts

Included Not Included

This service contract has included sufficient BAS parts and components to replace existing field controllers, sensors and relays. This will assist your facility to budget for these recommended replacements over a 5-year period. These parts will be delivered to, and reside at, your facility. Note that only the primary BAS components are included in this lump sum. This does not include wiring, conduit, miscellaneous materials, nor labor required to install and program/check-out these replacement devices.

■ Parts – See Exhibit B (Attached) for Part Listing, by Service Contract Year

BAS Network Maintenance

Included Not Included Not Applicable

Maintenance of Albireo Energy installed Operational Technology Network.

■ See Exhibit C (Attached) for Client Specific Network Maintenance Plan



Price Advantage

Service Labor Rates (after owner directed time)

	<u>Current (2024)*</u>	<u>Discount</u>	<u>Extended</u>
Regular Rate	\$160	10%	\$144
Overtime Rate	\$240	10%	\$216
Holiday Rate	\$320	10%	\$288
Mileage	\$0.75/mile		

*Labor rates will be discounted from current AE rates. AE reserves the right to adjust rates, but service contract customers will retain a discount for the contract term of this service contract on a percentage basis.

Material Multipliers (based on published list prices)

Alerton	0.45
Siemens	0.55



Price Summary

The term of this agreement will be one (1) or five (5) years as selected below. Agreement set to commence and expire on the dates listed below. During the agreement term customer will receive preferred response, 10% discount off standard labor rates for work outside the scope of this agreement, and a preferred multiplier on materials.

Agreement Term	Start Date	End Date	Annual Amount
One Year	2/1/2024	1/31/2025	\$8,793

Five Year	2/1/2024	1/31/2025	\$8,218
	2/1/2025	1/31/2026	\$8,629
	2/1/2026	1/31/2027	\$9,060
	2/1/2027	1/31/2028	\$9,513
	2/1/2028	1/31/2029	\$9,989

Approved Term: One Year
 Five Year

Billing Cycle: Annual
 Semi-Annual

Accepted by: **Nebraska City Schools** Accepted by: **Albireo Energy**

Name: Jenny Gawart Name:

Signature: Signature:

Title: Title:

Date: Date:

PO# (if required):



Exhibit A

On-Site Checkout Included Once Per Year:

- Mechanical Plant**
 - Chilled Water System(s) – QTY: 0
 - Hot Water System(s) – QTY: 4
 - Heat Exchanger(s) – QTY: 0
 - Cooling Tower(s) – QTY: 0
 - Variable Frequency Drive(s) (VFD's) – QTY: 11

- AHU/RTU/ERV**
 - Air Handling Unit(s) – QTY: 0
 - Rooftop Unit(s) – QTY: 22
 - Energy or Heat Recovery Ventilator(s) – QTY: 0

- Terminal Units**
 - Heat Pump(s) – QTY: 119
 - Variable Air Volume Box(s) – QTY: 0
 - Fan Coil Unit(s) – QTY: 0
 - HVAC Zone(s) – QTY: 0
 - Variable Refrigerant Flow Unit(s) – QTY: 0

- Misc HVAC Equipment**
 - Exhaust Fan(s) – QTY: 0
 - Unit Heater(s)/Cabinet Unit Heater(s) – QTY: 0
 - Freezer Temp Alarm(s) – QTY: 0
 - Lab Hood System(s) – QTY: 0
 - Gas Sensor(s) (CO, NO2, CO2) – QTY: 0

- Global Controllers**
 - Supervisor(s) – QTY: 1
 - JACE(s) – QTY: 4
 - ACM(s) – QTY: 0



Exhibit B

Spare/Replacement Parts List by Service Contract Year

Contract Year	Quantity	Part Number
N/A		



Exhibit C

BAS Network Maintenance Plan

N/A



About Albireo Energy

Albireo Energy is a leading independent building controls and energy services provider recognized by customers for creating intelligent, high-performance buildings. We help building owners and their teams make decisions about building automation that achieves operating performance, decarbonization and sustainability goals.

Because we're technology agnostic, we see buildings in a different way. By understanding the mission of a building portfolio, our team of building performance experts designs and delivers technology and service solutions that provide maximum control of data centers, offices, hospitals, universities, manufacturing, multi-use sites. Our work begins with engineering, project planning and exceptional execution, and extends through maintenance, monitoring, analytics, and energy procurement services. At Albireo Energy, our promise is to stay connected.

The Albireo Way

The Albireo Way is our disciplined approach to project management. It starts with goal alignment (between promise makers and promise keepers), and continues with detailed planning, clear expectation setting, financial management, and strong communication with all. The result: projects delivered on time, on budget, in-scope, and exceeding customer expectations. Our approach is backed by the belief that seamless project management is vital and that the project management role is more than a job. That's why we've established the Albireo Energy Project Management Program that includes core and advanced competency building, career paths, and ongoing training in project and financial management, communication, and team engagement. Some may call us hyper-focused on project excellence. We call it excellence in staying connected.



Standard Terms and Conditions of Service

By accepting this proposal, the purchaser agrees to the following Terms and Conditions with Albireo Energy Inc. hereafter referred to as AE:

1. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only, unless otherwise stated in this contract. AE will perform the contracted work with trained, experienced, and qualified personnel. Plastering, patching, and painting are excluded. Material will be furnished by AE, however, may be distributed and installed by others under AE's supervision but at no additional cost to AE. Purchaser agrees to provide AE with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AE agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge AE for any costs or expenses without AE's written consent. Unless specifically noted in the statement of the scope of work or services undertaken by AE under this agreement, AE's obligations under this agreement expressly exclude any work or service of any nature associated or connected with the identification, abatement, clean up, control, removal, or disposal of environment Hazards or dangerous substances, to include but not be limited to asbestos or PCBs, discovered in or on the premises. Any language or provision of the agreement elsewhere contained which may authorize or empower the Purchaser to change, modify, or alter the scope of work or services to be performed by AE shall not operate to compel AE to perform any work relating to Hazards without AE's express written consent. Services performed at customer's direction outside of the scope of this proposal will be billed at our prevailing rates.
2. **AGREEMENT TERM:** Either party may cancel this agreement at any time during the contract term by providing written notice 30 days in advance of cancellation date. Should a midterm cancellation be exercised by customer, any savings realized to date from special discounts specific to contract term, or cost incurred by Albireo Energy such as pre purchased SMA's, will be assessed for entire contract term to date and be due at cancellation.
3. **INVOICING AND PAYMENTS:** Invoices are due and payable within 30 days of date of invoice. If payment is not received when due, the agreement will be considered breached, and services may be suspended and or terminated. Payments shall be made in monthly, quarterly, or yearly installments as stated in contract, due and payable in advance of services being rendered.
4. **MATERIAL:** If the materials or equipment included in this proposal become temporarily or permanently unavailable for reasons for the control of, and without the fault of, AE, then in the case of such temporary unavailability, the time for performance of the work shall be extended to the extent there, and in the case of permanent unavailability, AE shall be excused from furnishing said materials or equipment, but shall remain responsible for furnishing a substitute acceptable to Purchaser at AE's expense, and shall be reimbursed for the difference between the price for the materials or equipment currently unavailable and its cost for the substitute.
5. **WARRANTY:** AE warrants that the equipment manufactured shall be free from defects in material and workmanship arising from normal usage for a period of ninety (90) days from delivery of said equipment, or if installed by AE, for a period of ninety (90) days from installation. AE warrants that for equipment it furnishes and/ or installs but manufactured by others, AE will extend the same warranty terms and conditions that AE receives from the manufacturer of said equipment. For equipment installed by AE, if Purchaser provides written notice to AE of any such defect within thirty (30) days after the appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment. For equipment not installed by AE, if Purchaser returns the defective equipment to AE within thirty (30) days after appearance or discovery of such defect, AE shall, at its option, repair or replace the defective equipment and return said equipment to Purchaser. All transportation charges incurred in connection with the warranty for equipment not installed by AE shall be borne by Purchaser. These warranties do not extend to any equipment which has been repaired by others, abused, altered, or misused, or which has not been properly and reasonably maintained. Repair or replacement of equipment parts or components is limited to restoring working condition. AE shall not be obligated to provide replacement equipment that provides significant betterment or improvement to the system initially installed. AE shall not be responsible for repairs, replacement or services required due to negligence, abuse, misuse, improper repairs or modifications, lack of operator maintenance or other issues beyond our control. **THESE**



WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF MERCHANT ABILITY AND FITNESS FOR A SPECIFIC PURPOSE.

6. **LIABILITY:** AE Shall not be liable for any liquidated, delay, special, indirect, or consequential damages arising in any manner for the equipment or material furnished, or the work performed, pursuant to this agreement only if the event, act, incident or omission leading to such damages was not due to the negligence or willful misconduct of AE, or its employees, agents or representatives. Cyber security and related liability is specifically excluded. AE's liability to under this Agreement is limited to the total amount paid to Albireo during the calendar year in which the liability occurred.
7. **INTELLECTUAL PROPERTY PROTECTIONS:** AE reserves our right to our intellectual property, and AE's liability for any intellectual property issues is specifically excluded.
8. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes, unless required by federal, state, or local law. Purchaser shall pay, in addition to the stated price; all taxes not legally required to be paid by AE or, alternatively, shall provide AE with acceptable tax exemption certificates. AE shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
9. **DELAYS:** AE shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond AE's control, including, but not limited to, acts of God, fire, riots, and labor disputes, conditions of the premises, acts or omissions of the Purchaser, Owner, or other Contractors. AE shall not be responsible for loss, delay, injury, or liquidated or actual damages caused by circumstances beyond our control. In no event shall we be liable for business interruption losses, or consequential or speculative damages.
10. **ATTORNEYS' FEES:** Purchaser agrees that it will pay and reimburse AE for any and all reasonable attorneys' fees which are incurred by AE in the course of AE's collection of undisputed invoice amounts due pursuant to Paragraph 2 above.
11. **INDEMNITY:** The Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.
12. **OCCUPATIONAL SAFETY AND HEALTH:** The Parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
13. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AE unless accepted by AE in writing.
14. **EMERGENCY SERVICE WORK:** If emergency service is performed at your request and inspection reveals a defect for which we are not liable under this agreement, the emergency service call will be billed at our prevailing time and material rate.
15. **CLIENT RESPONSIBILITIES:** Client is responsible to promptly notify AE of unusual operating conditions, provide reasonable access to equipment being serviced, for removal and replacement of ceilings, enclosures or tenant's property required to gain access to the equipment being serviced. If online service via a modem is being provided, the client needs to provide and maintain at client's cost, a voice grade dials up phone line installed in a mutually agreed upon location.
16. **CLIENT RESPONSIBILITIES:** AE may not assign this agreement, or its rights and duties hereunder without client's express written consent.



Proprietary property of Albireo Energy. Cannot be copied or distributed without permission of Albireo Energy.

David Yosten
Project Executive II
P: (531) 510-7008
E: David.Yosten@aes-midwest.com

PROPOSAL: Nebraska City Public Schools TSA

June 20, 2024

Regular visits from an experienced AES service technician can help head off emergency calls before they happen. This Technical Service Agreement includes:

Sites & Plan: 1-year Service Contract

Perform **bi-annual service visits** outlined below for the following sites:

- Hayward Elementary
- Nebraska City Middle School
- Nebraska City High School

PM Visits:

- Visits by a qualified representative for purposes of customizing and enhancing the DDC programming, inspection, and preventative maintenance.

Perform General System Operational Review:

- While on-site and performing the PM routines your AES technician will review the system as a whole from the Graphic Workstation and ensure the system is operating as intended.
- Items such as graphics, system response time, operation of the DDC programs, and device/equipment operation will be noted.
- Any discrepancies or areas of concern will be noted and relayed to the owner.
- Review alarm logs – attend to points that are generating excessive alarms and make recommendations to address the root cause with either software or hardware issues causing the alarms.

Review Controllers Operation:

- Accurate and reliable operation of the controllers is key to the successful operation of your facility
- Review BAS System for critical and off-line status indicators
- Review BAS System for override and disabled status indicators
- Controller logic (DDC) program is verified to be running
- Confirm all system date and time settings

Review with staff on-site:

- Your service technician will review with the on-site staff and discuss and address any comfort issues with the control system. If he/she cannot resolve the issue AES will make a recommendation for a fix.
- Hands-on operation training

Billable Rates

Preferred Client Rates:

Preferred Rate:	\$136.00/hour
Overtime Rate:	\$204.00/hour
Holiday and After Hours Rate:	\$272.00/hour

Standard Non-Client Rates:

Standard Rate:	\$151.00/hour
Overtime Rate:	\$226.50/hour
Holiday and After Hours Rate:	\$302.00/hour

Notes:

- Rates are subject to change.
- A minimum of 3 hours will be billed for all onsite visits not specifically covered under this agreement.
- Any discrepancies or areas of concern will be addressed before acceptance of contract price below.

OUR QUOTED PRICE FOR THE AGREEMENT LISTED ABOVE IS \$4,200

Tridium-Niagara Service Maintenance Agreement:

SMA's were put in place to provide continuous accessibility to Major and Minor software updates to JACES and N4 Supervisors. These software updates include but are not limited to: increased Internet of Things (IoT) security updates, improvements to protocol drivers, enhancements to web presentation, increased feature functionality, fix patches for discovered anomalies, hardening of device architecture pertaining to cyber security, increased device performance.

- Hayward Elementary:
 - Update SMA Expired on February 14, 2024
 - AES Proposing 3-yr SMA, extends to XX/XX/2027
- Nebraska City Middle School:
 - Update SMA Expired on June 9, 2023
 - AES Proposing 3-yr SMA, extends to XX/XX/2026
- Nebraska City High School:
 - Update SMA Expired on March 21, 2023
 - AES Proposing 3-yr SMA, extends to XX/XX/2026
- Supervisor
 - Update SMA Expired on June 5, 2023
 - Propose 3-yr SMA, extends to XX/XX/2027

OUR QUOTED PRICE FOR THE AGREEMENTS LISTED ABOVE IS \$8,380

CORONAVIRUS PANDEMIC: The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc.'s fees will increase by the increase in such costs. The additional costs incurred is at the discretion of AES, Inc.

Remit Payment to:

AES, Inc.
PO Box 5066
De Pere, WI 54115

Contract Clarifications:

1. Ability to remote into the system from outside the facility for improved response time and full access to alarming.
2. 30% down for engineering and mobilization, progress billing thereafter.

**Agreement is subject to Customer's acceptance of the attached Terms and Conditions
And is valid 30 Days from proposal date, pending product pricing.**

Nebraska City Public Schools	Automated Energy Solutions, Inc.
Customer Acceptance	<i>David Yosten</i>
Printed Name	AES, Inc. Authorized Representative David Yosten
Title	Printed Name Project Executive II
Purchase	Title June 20, 2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.
(Automated Energy Solutions, Inc. hereafter referred to as AES)

1. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. Plastering, patching, painting, general construction, electrical, asbestos abatement, and plumbing are excluded, unless otherwise specified. Purchaser agrees to provide AES with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AES agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge AES for any costs or expenses without AES's written consent.
2. **INVOICING & PAYMENTS:** AES may invoice purchaser monthly for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Purchaser shall pay AES at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay AES additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 10 days of its issuance, it is delinquent. Invoices not paid within 30 days will bear interest at the rate of 1 ½% per month (18% annum).
3. **MATERIALS:** If the materials or equipment included in the proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of AES, then in the case of such temporary unavailability, AES shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the costs of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY:** AES warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. AES will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. AES will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by AES is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY:** AES shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by AES or, alternatively, shall provide AES with acceptable tax exemption certificates. AES shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
8. **DELAYS:** AES shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond AES's control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of AES, etc.
9. **COMPLIANCE WITH LAWS:** AES shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
10. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse AES for any and all reasonable attorney's fees which are incurred by AES in the collection of amounts due and payable hereunder.
11. **INSURANCE:** Insurance coverage in excess of AES's standard limits will be furnished when requested and required. No credit will be given or premium paid by AES for insurance afforded by others.
12. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
13. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AES unless accepted by AES in writing.
16. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice if applicable. This lien notice will be for AES's payment protection.
17. **CORONAVIRUS PANDEMIC:** The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc. reserves the right to proportionally fees will increase by the increase in such costs



Mark Fritch <mfritch@nebcityps.org>

NCPs Software Maintenance Agreement and Preventative Maintenance agreement

1 message

Dave Raymond <draymond@facilityadvocates.com>

Tue, Jul 2, 2024 at 8:32 AM

To: Mark Fritch <mfritch@nebcityps.org>

Cc: Jenny Gawart <jgawart@nebcityps.org>, Nathan Fritzler <nfritzler@facilityadvocates.com>

The attached is what we recommend (totals \$8,155) and the reasons why are:

- Contracts include both SMA & TSA needs
- Service tech is experienced in district (Alan Turtle)
- Lowest price
- Lowest hourly rates

Highlights from evaluating is AES provides annual service (TSA) on site for \$4,200 with SMA (software updates) billed in total (3 years for \$10,150- averages \$3384). Confusing so that's why I asked for a 1 year agreement and that is what we recommend.

Albireo has very limited TSA (phone only) and the SMA is \$8,793 for one year. The 5 year option is clear but much more expensive than the AES proposal.

So, we recommend a 1 year agreement with AES.

Call with any questions,

Dave Raymond

Principal Owner

3738 South 149th Street

Suite #102

Omaha, NE 68144

(402) 206-8777

draymond@facilityadvocates.com



From: Andrew Vaughn <andrew.vaughn@aes-midwest.com>
Sent: Tuesday, July 2, 2024 8:14 AM
To: Dave Raymond <draymond@facilityadvocates.com>
Subject: NCPS Software Maintenance Agreement and Preventative Maintenance agreement

Dave,

Here are our 1 year proposals. I broke them out to avoid confusion. The SMA is the Apples to Apples.




Andrew Vaughn


D: [402-699-4493](tel:402-699-4493)

Website: www.aes-midwest.com

Automation | Integration | Energy | Analytics

2 attachments

 **Nebraska City Public Schools TSA Proposal Rev3.pdf**
338K

 **Nebraska City Public Schools SMA Proposal Rev3.pdf**
305K

David Yosten
Project Executive II
P: (531) 510-7008
E: David.Yosten@aes-midwest.com

PROPOSAL: Nebraska City Public Schools PREVENTATIVE MAINTENANCE AGREEMENT

July 2, 2024

Regular visits from an experienced AES service technician can help head off emergency calls before they happen. This Technical Service Agreement includes:

Sites & Plan: 1-year Service Contract for ON SITE PREVENTATIVE MAINTENANCE

Perform **bi-annual service visits** outlined below for the following sites:

- Northside Elementary
- Hayward Elementary
- Nebraska City Middle School
- Nebraska City High School

ON SITE PM Visits:

- Visits by a qualified representative for purposes of customizing and enhancing the DDC programming, inspection, and preventative maintenance.

Perform General System Operational Review:

- While on-site and performing the PM routines your AES technician will review the system as a whole from the Graphic Workstation and ensure the system is operating as intended.
- Items such as graphics, system response time, operation of the DDC programs, and device/equipment operation will be noted.
- Any discrepancies or areas of concern will be noted and relayed to the owner.
- Review alarm logs – attend to points that are generating excessive alarms and make recommendations to address the root cause with either software or hardware issues causing the alarms.

Review Controllers Operation:

- Accurate and reliable operation of the controllers is key to the successful operation of your facility
- Review BAS System for critical and off-line status indicators
- Review BAS System for override and disabled status indicators
- Controller logic (DDC) program is verified to be running
- Confirm all system date and time settings

Review with staff on-site:

- Your service technician will review with the on-site staff and discuss and address any comfort issues with the control system. If he/she cannot resolve the issue AES will make a recommendation for a fix.
- Hands-on operation training

Billable Rates

Preferred Client Rates:

Preferred Rate:	\$136.00/hour
Overtime Rate:	\$204.00/hour
Holiday and After Hours Rate:	\$272.00/hour

Standard Non-Client Rates:

Standard Rate:	\$151.00/hour
Overtime Rate:	\$226.50/hour
Holiday and After Hours Rate:	\$302.00/hour

Notes:

- Rates are subject to change.
- A minimum of 3 hours will be billed for all onsite visits not specifically covered under this agreement.
- Any discrepancies or areas of concern will be addressed before acceptance of contract price below.

OUR QUOTED PRICE FOR PREVENTATIVE MAINTENANCE LISTED ABOVE IS \$4,200

CORONAVIRUS PANDEMIC: The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc.'s fees will increase by the increase in such costs. The additional costs incurred is at the discretion of AES, Inc.

Remit Payment to:

AES, Inc.
PO Box 5066
De Pere, WI 54115

Contract Clarifications:

1. Ability to remote into the system from outside the facility for improved response time and full access to alarming.
2. 30% down for engineering and mobilization, progress billing thereafter.

**Agreement is subject to Customer's acceptance of the attached Terms and Conditions
And is valid 30 Days from proposal date, pending product pricing.**

<p>Nebraska City Public Schools</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Customer Acceptance</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Printed Name</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Title</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Purchase</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Acceptance Date</p>	<p>Automated Energy Solutions, Inc.</p> <p style="text-align: center; font-style: italic; font-size: 1.2em; margin: 10px 0;"><i>David Yosten</i></p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>AES, Inc. Authorized Representative David Yosten</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Printed Name Project Executive II</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Title</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p style="text-align: center;">July 2, 2024</p> <hr style="border: 0; border-top: 1px solid black; margin: 10px 0;"/> <p>Signature Date</p>
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TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.
(Automated Energy Solutions, Inc. hereafter referred to as AES.)

1. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. Plastering, patching, painting, general construction, electrical, asbestos abatement, and plumbing are excluded, unless otherwise specified. Purchaser agrees to provide AES with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AES agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge AES for any costs or expenses without AES's written consent.
2. **INVOICING & PAYMENTS:** AES may invoice purchaser monthly for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Purchaser shall pay AES at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay AES additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 10 days of its issuance, it is delinquent. Invoices not paid within 30 days will bear interest at the rate of 1 ½% per month (18% annum).
3. **MATERIALS:** If the materials or equipment included in the proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of AES, then in the case of such temporary unavailability, AES shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the costs of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY:** AES warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. AES will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. AES will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by AES is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY:** AES shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by AES or, alternatively, shall provide AES with acceptable tax exemption certificates. AES shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
8. **DELAYS:** AES shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond AES's control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of AES, etc.
9. **COMPLIANCE WITH LAWS:** AES shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
10. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse AES for any and all reasonable attorney's fees which are incurred by AES in the collection of amounts due and payable hereunder.
11. **INSURANCE:** Insurance coverage in excess of AES's standard limits will be furnished when requested and required. No credit will be given or premium paid by AES for insurance afforded by others.
12. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
13. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AES unless accepted by AES in writing.
16. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice if applicable. This lien notice will be for AES's payment protection.
17. **CORONAVIRUS PANDEMIC:** The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc. reserves the right to proportionally fees will increase by the increase in such costs

David Yosten
Project Executive II
P: (531) 510-7008
E: David.Yosten@aes-midwest.com

PROPOSAL: Nebraska City Public Schools PREVENTATIVE MAINTENANCE AGREEMENT

July 2, 2024

Tridium-Niagara 1 Year Software Maintenance Agreement and Install:

SMA's were put in place to provide continuous accessibility to Major and Minor software updates to JACES and N4 Supervisors. These software updates include but are not limited to: increased Internet of Things (IoT) security updates, improvements to protocol drivers, enhancements to web presentation, increased feature functionality, fix patches for discovered anomalies, hardening of device architecture pertaining to cyber security, increased device performance.

- Northside Elementary:
 - AES Proposing 1-yr SMA
- Hayward Elementary:
 - AES Update to 1 Year SMA
- Nebraska City Middle School:
 - AES Update to 1 Year SMA
- Nebraska City High School:
 - AES Update to 1 Year SMA
- Supervisor
 - AES Update to 1 Year SMA

PRICE FOR 1 YEAR SOFTWARE MAINTENANCE AGREEMENT LISTED ABOVE IS : \$3,955.00

CORONAVIRUS PANDEMIC: The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc.'s fees will increase by the increase in such costs. The additional costs incurred is at the discretion of AES, Inc.

Remit Payment to:

AES, Inc.
PO Box 5066
De Pere, WI 54115

Contract Clarifications:

1. Ability to remote into the system from outside the facility for improved response time and full access to alarming.
2. 30% down for engineering and mobilization, progress billing thereafter.

**Agreement is subject to Customer's acceptance of the attached Terms and Conditions
And is valid 30 Days from proposal date, pending product pricing.**

Nebraska City Public Schools	Automated Energy Solutions, Inc.
Customer Acceptance	<i>David Yosten</i>
Printed Name	AES, Inc. Authorized Representative David Yosten
Title	Printed Name Project Executive II
Purchase	Title July 1, 2024
Acceptance Date	Signature Date

TERMS AND CONDITIONS

By accepting this proposal, purchaser agrees to be bound by the following terms and conditions.
(Automated Energy Solutions, Inc. hereafter referred to as AES.)

1. **SCOPE OF WORK:** This proposal is based upon the use of straight time labor only. Plastering, patching, painting, general construction, electrical, asbestos abatement, and plumbing are excluded, unless otherwise specified. Purchaser agrees to provide AES with required field utilities (electricity, toilets, drinking water, project hoist, elevator service, etc.) without charge. AES agrees to keep the job site clean of debris arising out of its own operations. Purchaser shall not back charge AES for any costs or expenses without AES's written consent.
2. **INVOICING & PAYMENTS:** AES may invoice purchaser monthly for all materials delivered to the job site or to an off-site facility and for all work performed on-site and off-site. Purchaser shall pay AES at the time purchaser signs this agreement an advance payment equal to 30% of the contract price, which advance payment shall be credited against the final payment (but not any progress payment) due hereunder and purchaser agrees to pay AES additional amounts invoiced upon receipt of the invoice. Waivers of lien will be furnished upon request, as the work progresses; to the extent payments are received. If our invoice is not paid within 10 days of its issuance, it is delinquent. Invoices not paid within 30 days will bear interest at the rate of 1 ½% per month (18% annum).
3. **MATERIALS:** If the materials or equipment included in the proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of AES, then in the case of such temporary unavailability, AES shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the costs of the materials or equipment permanently unavailable and the cost of a reasonably available substitute therefore.
4. **WARRANTY:** AES warrants that the installation shall be free from defects in workmanship for one (1) year from the date of installation. AES will repair installation defects at no charge to the customer. Any and all warranties upon any equipment shall be those of the manufacturer, subject to any limitations thereon. AES will assist purchaser in any warranty claims mad to manufacturer. This warranty does not cover damage caused by misuse or negligence and does not apply to the equipment installed nor work done by others. This warranty shall be voided if the work performed by AES is repaired by others or in any way abused, altered or misused or which has not been properly and seasonably maintained. THIS WARRANTY SHALL BE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A SPECIFIC PURPOSE.
5. **LIABILITY:** AES shall not be liable for any special, indirect or consequential damages arising in any manner from the equipment or material furnished or the work performed pursuant to this agreement.
6. **TAXES:** The price of this proposal does not include duties, sales, use, excise, or other similar taxes unless required by federal, state or local law. Purchaser shall pay in addition to the stated price, all taxes not legally required to be paid by AES or, alternatively, shall provide AES with acceptable tax exemption certificates. AES shall provide purchaser with any tax payment certificate upon request and after completion and acceptance of the work.
7. **PERMITS & FEES:** The price of the proposal does not include any amount for local or state fees, permits, or drawings, unless otherwise indicated on the contract.
8. **DELAYS:** AES shall not be liable for any delay in the performance of the work resulting from or attributed to acts or circumstances beyond AES's control, including, but not limited to, acts of God, fire, riots, labor disputes, acts or omissions of the purchaser, owner or other contractors or delays caused by suppliers or subcontractors of AES, etc.
9. **COMPLIANCE WITH LAWS:** AES shall comply with all applicable federal, state and local laws and regulations and shall obtain all temporary licenses and permits required for the prosecution of the work. This proposal does not include the amount for local or state permit fees or drawings, unless otherwise specified.
10. **ATTORNEY'S FEES:** Purchaser agrees that they will pay and reimburse AES for any and all reasonable attorney's fees which are incurred by AES in the collection of amounts due and payable hereunder.
11. **INSURANCE:** Insurance coverage in excess of AES's standard limits will be furnished when requested and required. No credit will be given or premium paid by AES for insurance afforded by others.
12. **INDEMNITY:** The parties hereto agree to indemnify each other from any and all liabilities, claim, expenses losses or damages, including attorney's fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the indemnifying party.
13. **OCCUPATIONAL SAFETY AND HEALTH:** The parties hereto agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the project or project site.
14. **ENTIRE AGREEMENT:** This proposal, upon acceptance, shall constitute the entire agreement between the parties and supersedes any prior representations or understandings.

15. **CHANGES:** No change or modification of any of the terms and conditions stated herein shall be binding upon AES unless accepted by AES in writing.
16. **LIEN NOTICE:** Upon acceptance of this proposal you will be sent the appropriate lien notice if applicable. This lien notice will be for AES's payment protection.
17. **CORONAVIRUS PANDEMIC:** The Parties acknowledge the cost, supply chain, and scheduling issues resulting from the coronavirus pandemic. AES, Inc. will use commercially reasonable efforts to staff and supply this project to meet the scheduled completion date and at the agreed upon costs. Notwithstanding the foregoing, in the event that AES, Inc., its subcontractors, or its suppliers cannot maintain planned crew sizes due to illness, supply shortages, or governmental restraints on business, travel, and assembly, AES, Inc. will not be in breach of its obligations under this agreement and the time period in which AES, Inc. is required to perform its services will extend by the amount of time such illness, supply shortage, or governmental restrictions last. Additionally, in the event AES, Inc.'s costs rise more than 5 % from the time the fees for its services are quoted, AES, Inc. reserves the right to proportionally fees will increase by the increase in such costs

Nebraska City Public Schools

2024-2025 SCHOOL YEAR

3.96% Increase

CLASSIFIED WAGE SCHEDULE

2% Increase Per Step

	JOB TITLE	%	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12	STEP 13	STEP 14	STEP 15
CATEGORY A	ADMIN ASST II	1.5	21.68	22.11	22.55	23.00	23.46	23.93	24.41	24.90	25.40	25.90	26.42	26.95	27.49	28.04	28.60
	ADMIN ASST I	1.4	20.23	20.63	21.05	21.47	21.90	22.34	22.78	23.24	23.70	24.18	24.66	25.15	25.66	26.17	26.69
	Secretary IV (12 MO)	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
CATEGORY B	MAINTENANCE	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	SEC III (11 MO)	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	MAINTENANCE UTILITY	1.15	16.62	16.95	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.08	21.50	21.93
CATEGORY C	SIGN LANG INTERPRETER	2.175	31.43	32.06	32.70	33.35	34.02	34.70	35.39	36.10	36.82	37.56	38.31	39.08	39.86	40.66	41.47
	SLP ASSISTANT	1.6	23.12	23.58	24.05	24.54	25.03	25.53	26.04	26.56	27.09	27.63	28.18	28.75	29.32	29.91	30.51
	SEC II (10 MO)	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	ELL PARA	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	MEDIA ASST/STUDY HALL	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	HEALTH AIDE	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	ADMIN ASST-Activities Director	1.25	18.06	18.42	18.79	19.17	19.55	19.94	20.34	20.75	21.16	21.59	22.02	22.46	22.91	23.37	23.83
	SEC I	1.2	17.34	17.69	18.04	18.40	18.77	19.14	19.53	19.92	20.32	20.72	21.14	21.56	21.99	22.43	22.88
	PARA III-PRESCHOOL	1.15	16.62	16.95	17.29	17.63	17.99	18.35	18.71	19.09	19.47	19.86	20.26	20.66	21.08	21.50	21.93
	VAN DRIVER	1.1	15.90	16.21	16.54	16.87	17.21	17.55	17.90	18.26	18.62	19.00	19.38	19.76	20.16	20.56	20.97
	PARA II/ CLERK	1.05	15.17	15.48	15.79	16.10	16.42	16.75	17.09	17.43	17.78	18.13	18.50	18.87	19.24	19.63	20.02
	PARA I	1	14.45	14.74	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.61	17.97	18.33	18.69	19.07
CATEGORY D	CUSTODIAN	1	14.45	14.74	15.03	15.33	15.64	15.95	16.27	16.60	16.93	17.27	17.61	17.97	18.33	18.69	19.07
	ACCOMPANIST	1.3	18.79	19.16	19.54	19.93	20.33	20.74	21.15	21.58	22.01	22.45	22.90	23.36	23.82	24.30	24.79
	SUMMER MAINT	1.1	15.90	16.21	16.54	16.87	17.21	17.55	17.90	18.26	18.62	19.00	19.38	19.76	20.16	20.56	20.97

\$ 0.40 hourly stipend added to the base of any positions for services identified by our student population and needs to include, but not limited to bilingual services, ability and availability to translate and transportation services approved by Superintendent

WAGE INCREASE HISTORY

2024-2025	3.96	14.45
2023-2024	2.96	13.90
2022-2023	2.52	
2021-2022	3.21	
2020-2021	3.74	
2019-2020	3.86	