



## KIMBALL PUBLIC SCHOOLS

Administration Offices  
901 South Nadine Street  
Kimball, NE 69145

---

### AGENDA

The following is the agenda for the meeting of the Board of Education to be held on Monday, July 13, 2020, at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145

{{Name: Agenda Item Name}} {{AgendaItemEnd}}

1. Pledge of Allegiance
2. Call meeting to order (Open Meeting Law announcement)
3. "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."
4. Roll Call
5. Excuse the Absence of Board Member
6. Approval of Agenda
7. Read and Approval of Minutes: June 08, 2020
8. Reading and Approval of Board Bills
9. Treasurer's Report
10. Board Reports
11. Administrator's Reports
12. Superintendent Report
13. Continuous School Improvement Plan Progress
14. Cabinet Member Report
15. Presentation: First National Capital Markets
16. Correspondence
17. Recognition of Visitors - Public Comment (Policy 202.05)
18. Action Items:
  - A. Discuss, consider and take all necessary action with regard to approving First National Capital Markets consulting services for the 2020-2021 school year
  - B. Discuss, consider and take all necessary action with regard to approval of new teaching contract for Mr. Mark Head as Mary Lynch Elementary Teacher
  - C. Discuss, consider and take all necessary action with regard to Ratification and Affirmation of Previous E-Meetings
  - D. Discuss, consider and take all necessary action with regard to amendment of the 2020-2021 School Calendar for student start date
  - E. Discuss, consider and take all necessary action with regard to the 2020-2021 handbooks for Mary Lynch Parent-Student, High School Parent-Student, and Staff Handbook
  - F. Discuss, consider and take all necessary action with regard to approving the engagement letter of Rauner & Associates for the 2019-2020 audit.
  - G. Discuss, consider and take all necessary action with regard to purchase of new devices for kindergarten

H. Discuss, consider and take all necessary action with regard to review, amend, repeal, consideration and/or adoption of board policies:

1. Discuss, consider and take all necessary action with regard to amending board policy 402.01
2. Discuss, consider and take all necessary action with regard to reviewing and amending board policies:

404.03  
502.01  
502.13  
504.03  
504.13  
505.08  
603.10  
802.05  
1001.04

3. Discuss, consider and take all necessary action with regard to adopting board policies:

401.20  
402.03  
404.34  
501.19  
603.14  
603.15  
701.35  
905  
906

19. Discussion Items:

- A. Board of Education Annual Calendar
- B. Discuss dates for upcoming Work Session
- C. Discuss dates for annual Board Goal Planning Session
- D. Partnership with KEA to host a Back To School BBQ with Staff on August 12, 2020 at Gotte Park

20. Next Meeting(s)/Opportunities:

- A. Regular Board Meeting: Monday, August 10, 2020 at the Kimball Jr./Sr. High Building in room W5
- B. NASB Candidate Webinar, July 27, 2020 at 6:30 p.m. MST

21. Motion to Adjourn

NOTICES:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the south wall of the meeting room.

KIMBALL PUBLIC SCHOOLS MISSION STATEMENT: "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."

NOTICE OF MEETING: Notice of the meeting was published according to Board Policy.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less. Public Forum will not

exceed 30 minutes.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

General Rules: Please remember this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

CLOSED SESSIONS: Kimball Public Schools Board of Education reserves the right to go into closed session in accordance with Nebraska Statue 84-1410.

BY: KIMBALL PUBLIC SCHOOLS



## KIMBALL PUBLIC SCHOOLS

Administration Offices  
901 South Nadine Street  
Kimball, NE 69145

---

### AGENDA

The following is the agenda for the meeting of the Board of Education to be held on Monday, July 13, 2020, at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145

1. Pledge of Allegiance
2. Call meeting to order (Open Meeting Law announcement)
3. "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."
4. Roll Call
5. Excuse the Absence of Board Member
6. Approval of Agenda
7. Read and Approval of Minutes: June 08, 2020
8. Reading and Approval of Board Bills
9. Treasurer's Report
10. Board Reports
11. Administrator's Reports
12. Superintendent Report
13. Continuous School Improvement Plan Progress
14. Cabinet Member Report
15. Presentation: First National Capital Markets
16. Correspondence
17. Recognition of Visitors - Public Comment (Policy 202.05)
18. Action Items:
  - 18.A. Discuss, consider and take all necessary action with regard to approving First National Capital Markets consulting services for the 2020-2021 school year
  - 18.B. Discuss, consider and take all necessary action with regard to approval of new teaching contract for Mr. Mark Head as Mary Lynch Elementary Teacher
  - 18.C. Discuss, consider and take all necessary action with regard to Ratification and Affirmation of Previous E-Meetings
  - 18.D. Discuss, consider and take all necessary action with regard to amendment of the 2020-2021 School Calendar for student start date

18.E. Discuss, consider and take all necessary action with regard to the 2020-2021 handbooks for Mary Lynch Parent-Student, High School Parent-Student, and Staff Handbook

18.F. Discuss, consider and take all necessary action with regard to approving the engagement letter of Rauner & Associates for the 2019-2020 audit.

18.G. Discuss, consider and take all necessary action with regard to purchase of new devices for kindergarten

18.H. Discuss, consider and take all necessary action with regard to review, amend, repeal, consideration and/or adoption of board policies:

18.H.1. Discuss, consider and take all necessary action with regard to amending board policy 402.01

18.H.2. Discuss, consider and take all necessary action with regard to reviewing and amending board policies:

404.03

502.01

502.13

504.03

504.13

505.8

603.10

802.05

1001.04

18.H.3. Discuss, consider and take all necessary action with regard to adopting board policies:

401.20

402.03

404.34

501.19

603.14

603.15

701.35

905

906

19. Discussion Items:

19.A. Board of Education Annual Calendar

19.B. Discuss dates for annual Board Goal Planning Session

19.C. Partnership with KEA to host a Back To School BBQ with Staff on August 12, 2020 at Gotte Park

20. Next Meeting(s)/Opportunities:

20.A. Regular Board Meeting: Monday, August 10, 2020 at the Kimball Jr./Sr. High Building in room W5

20.B. NASB Candidate Webinar, July 27, 2020 at 6:30 p.m. MST

21. Motion to Adjourn

NOTICES:

**COPY OF OPEN MEETINGS ACT:** The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the south wall of the meeting room.

**KIMBALL PUBLIC SCHOOLS MISSION STATEMENT:** “The Mission of Kimball Public Schools is to educate every student for a lifetime of success.”

**NOTICE OF MEETING:** Notice of the meeting was published according to Board Policy.

**INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:**

**Getting Started:** When it is your turn to speak during the public forum portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

**Time Limit:** You may speak only one time and must limit comments to 5 minutes or less. Public Forum will not exceed 30 minutes.

**Personnel or Student Topic:** If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just because they are made at a Board meeting.

**General Rules:** Please remember this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

**CLOSED SESSIONS:** Kimball Public Schools Board of Education reserves the right to go into closed session in accordance with Nebraska Statue 84-1410.

BY: KIMBALL PUBLIC SCHOOLS

A meeting of the Board of Education of Kimball Public Schools was convened in open and public session on Monday, June 8, 2020 at 6:30 PM in the Zoom Location - June, Join Zoom Meeting <https://zoom.us/j/99723019085>, Meeting ID: 997 2301 9085, Find your local number: <https://zoom.us/j/99723019085>.

A notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The secretary for the Board maintains a list of the news media, of the time and place of the meeting and the subject to be discussed at the meeting. Availability of the agenda was communicated in the publicized notice. All proceedings of the Board of Education except as may be hereinafter noted were taken while the convened meeting was open to the attendance of the public.

The Pledge of Allegiance was stated by all present.

The meeting was called to order by President Heather Norberg at 6:37 p.m. At the beginning of this meeting the President announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location. President Norberg read the mission statement of Kimball Public Schools.

The roll was called and the following Board members were present.

Motion was made by Lynn Vogel, seconded by Carrie Tabor to approve the agenda. After discussion and upon roll call vote, the Board voted as follows:

|                  |     |
|------------------|-----|
| Travis Cook:     | Aye |
| Clint Cornils:   | Aye |
| Heather Norberg: | Aye |
| Matthew Shoup:   | Aye |
| Carrie Tabor:    | Aye |
| Lynn Vogel:      | Aye |

Motion was made by Travis Cook, seconded by Matthew Shoup to approve the minutes from May 11, 2020. After discussion and upon roll call vote, the Board voted as follows:

|                  |     |
|------------------|-----|
| Travis Cook:     | Aye |
| Clint Cornils:   | Aye |
| Heather Norberg: | Aye |
| Matthew Shoup:   | Aye |
| Carrie Tabor:    | Aye |
| Lynn Vogel:      | Aye |

**KIMBALL PUBLIC SCHOOLS  
BOARD REPORT OF EXPENSES  
JUNE 8, 2020**

| CHECK # | VENDOR NAME                              | DESCRIPTION                                     | AMOUNT    |
|---------|------------------------------------------|-------------------------------------------------|-----------|
| 58984   | AG PARTS EDUCATION                       | REPLACEMENT CHROMEBOOK SCREENS                  | 110.85    |
| 58985   | AWARD EMBLEM MFG. CO., INC               | EOY STUDENT ACHEIVEMENT PINS                    | 321.51    |
| 58986   | BLACK HILLS ENERGY                       | UTILITIES                                       | 821.24    |
| 58987   | BLACK HILLS ENERGY                       | UTILITIES                                       | 1,713.48  |
| 58988   | BLACK HILLS ENERGY                       | UTILITIES                                       | 520.66    |
| 58989   | CAPITAL BUSINESS SYSTEMS, INC.           | COPIER SUPPLIES                                 | 1,242.46  |
| 58990   | CENTURY LINK BUSINESS SERVICES           | OUTBOUND VOIP SERVICE                           | 274.74    |
| 58991   | CITY OF KIMBALL                          | UTILITIES                                       | 6,365.53  |
| 58992   | CROSSROADS MUSIC                         | REPAIR ON SELMER ALTO SAX                       | 193.50    |
| 58993   | CULLIGAN                                 | SOFTENER RENTAL                                 | 69.95     |
| 58994   | DAS STATE ACCOUNTING - CENTRAL FINANCE   | REIMBURSIBLE DISTANCE LEARNING                  | 229.32    |
| 58995   | E & H CPAs AND MANAGEMENT CONSULTANTS PC | ACCOUNTING SERVICES-Forman Scholarship          | 680.00    |
| 58996   | ESU #13                                  | INTERNET;NEVA;DL;MIPS;ONTO COLLEGE;WRITING IEPS | 4,829.33  |
| 58997   | ESU #13                                  | PSYCH;LL;OT;LOW VISION;MERIDIAN;SUPERVISION     | 22,222.14 |
| 58998   | ESU COORDINATING COUNCIL                 | NOC TRAINING WORKSHOP REGISTRATION              | 20.00     |
| 58999   | FRANK PARTS COMPANY                      | CRC DUSTER; CANNED AIR                          | 90.87     |
| 59000   | HERFF JONES, LLC                         | SCHOLASTIC LETTERS/NECKRIBBONS                  | 22.45     |
| 59001   | HOMETOWN HARDWARE                        | CUSTODIAL; MAINTENANCE; GROUNDS SUPPLIES        | 359.63    |
| 59002   | IDEAL/BLUFFS FACILITY SOLUTIONS          | CUSTODIAL SUPPLIES                              | 1,044.89  |
| 59003   | INSTRUCTURE                              | CANVAS LMS RENEWAL                              | 1,531.20  |
| 59004   | IXL LEARNING                             | IXL SUBSCRIPTION - YEARLY                       | 4,125.00  |
| 59005   | JJPRATT ENTERPRISES LLC                  | SCREEN & REFINISH PRACTICE GYM FLOOR            | 1,572.48  |
| 59006   | JOSTENS                                  | VAL/SAL NECK MEDALS                             | 42.29     |
| 59007   | KIMBALL HEALTH SERVICES                  | PHYSICAL THERAPY SERVICES                       | 404.66    |
| 59008   | LARSENS JEWELRY STORE                    | EOY STUDENT AWARDS/TROPHIES ENGRAVING           | 134.07    |
| 59009   | LEWIS, CHRISTINE                         | POSTAGE REIMBURSEMENT/COVID19 Learning          | 8.60      |
| 59010   | NORTHWEST PARKWAY LLC                    | MARZANO TRAINING TOLL                           | 5.75      |
| 59011   | PERRY, GUTHERY, HAASE & GESSFO           | LEGAL SERVICES                                  | 225.00    |
| 59012   | PYRAMID SCHOOL PRODUCTS                  | COOP - FLOOR MATS                               | 87.48     |
| 59013   | ROCKET MATH                              | ROCKET MATH - NUMBER FLUENCY                    | 150.00    |
| 59014   | S & S WORLDWIDE                          | COOP-CLASSROOM SUPPLY                           | 17.78     |
| 59015   | SANDBERG IMPLEMENT                       | WEED EATER                                      | 409.00    |
| 59016   | SHIFFLER EQUIPMENT SALES, INC            | CHAIR GLIDES                                    | 118.88    |
| 59017   | STATE CHEMICAL MFG CO                    | DRAIN CLEANER                                   | 293.65    |
| 59018   | STERLING COMPUTERS CORP                  | FORTICLIENT EMS; ANTI-VIRUS & FILTER            | 1,695.85  |
| 59019   | TEACHING STRATEGIES, LLC                 | CREATIVE CURRICULUM                             | 4,273.10  |
| 59020   | TROXELL COMMUNICATIONS, INC              | TV MONITORS                                     | 187.00    |
| 59021   | VERIZON WIRELESS                         | CELL PHONE SERVICE                              | 162.66    |

|       |                             |                    |          |
|-------|-----------------------------|--------------------|----------|
| 59022 | VOYAGER FLEET SYSTEMS, INC. | FUEL               | 185.61   |
| 59023 | WESTERN NEBRASKA OBSERVER   | ADVERTISING        | 1,670.25 |
| 59024 | WINSOR LEARNING             | SONDAY 2 WORD BOOK | 77.00    |

**GENERAL FUND SUBTOTAL 58,509.86**

**PREPAIDS**

|       |                             |                                       |          |
|-------|-----------------------------|---------------------------------------|----------|
| 58975 | UNITED STATE POSTAL SERVICE | ROLL OF STAMPS/SHEET OF DOLLAR STAMPS | 65.00    |
| 58976 | HINTON, REGINA              | DRIVER'S ED REFUND - R HINTON         | 112.50   |
| 58977 | HINTON, ROBERT              | DRIVERES ED REFUND - R HINTON         | 112.50   |
| 58978 | TABOR, CARRIE               | DRIVERS ED REFUND- X THOMAS-LEWIS     | 225.00   |
| 58979 | DOWNEY, ALICIA              | DRIVERS ED REFUND-M WOOLINGTON        | 225.00   |
| 58980 | WINSTROM, SHERRY            | DRIVERS ED REFUND- JULIA WINSTROM     | 225.00   |
| 58981 | CASIMIRO, MELANIE           | DRIVERS ED REFUND- G CASIMIRO         | 225.00   |
| 58982 | LOZOYA-FLORES, JOSE         | DRIVERS ED REFUND- A LOZOYA-FLORES    | 225.00   |
| 58983 | AMAZON.COM                  | OFFICE CHAIR                          | 1,227.82 |
| 58983 | DAIRY QUEEN                 | ICE CREAM CONES FOR ML                | 175.00   |
| 58983 | UNITED STATE POSTAL SERVICE | POSTAGE- FOR MAILINGS G/R             | 5.30     |

**PREPAIDS SUBTOTAL 2,823.12**

**GRAND TOTAL 61,332.98**

Motion was made by Carrie Tabor, seconded by Matthew Shoup to approve the current bills. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye  
 Clint Cornils: Aye  
 Heather Norberg: Aye  
 Matthew Shoup: Aye  
 Carrie Tabor: Aye  
 Lynn Vogel: Aye

JUNE 8, 2020

TREASURER'S REPORT is as follows:

|                                           |                     |
|-------------------------------------------|---------------------|
| Amount received from the County Treasurer | 308,024.45          |
| Bank Balance                              | May 30 49,322.74    |
| Savings Accts (Depr/Building/General)     | May 30 2,577,697.14 |
| Total Available Funds                     | 2,935,044.33        |
| Payroll Gross                             | 329,226.45          |
| Amount of Bills                           | 61,332.98           |
| Blue Cross/Blue Shield/HSA Pmt/UNUM Life  | 70,402.44           |
| Nebraska School Retirement                | 32,197.50           |
| Firstier Bank (FICA)                      | 24,379.23           |
| Total amount of Expenses                  | 517,538.60          |
| Balance Remaining after Expenses          | 2,417,505.73        |

Motion was made by Heather Norberg, seconded by Clint Cornils to approve the Treasurer's Report. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye  
 Clint Cornils: Aye  
 Heather Norberg: Aye  
 Matthew Shoup: Aye  
 Carrie Tabor: Aye  
 Lynn Vogel: Aye

Mrs. Tabor presented information on the board of education's role in and efforts to increase public transparency and the role the board plans in school finance.

The Board reviewed written reports presented by Mrs. Reader, Jr-Sr High School Principal and Mrs. Soper, Mary Lynch Elementary Principal.

Mrs. Norberg, Board President thanked Dr. Owens for her years in education and wished her luck in retirement.

There was no public comment.

At 7:03 p.m., President Norberg opened the public hearing on Board Policy #1001.02 Parental Involvement Policy. The policy was reviewed with no change proposed. President Norberg asked for public input on the policy as presented. No public input was received. at 7:04 p.m., the hearing was closed.

Motion was made by Carrie Tabor, seconded by Matthew Shoup to reaffirm Board Policy #1001.02. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye  
Clint Cornils: Aye  
Heather Norberg: Aye  
Matthew Shoup: Aye  
Carrie Tabor: Aye  
Lynn Vogel: Aye

At 7:05 p.m., President Norberg opened the public hearing on Board Policy #501.06 Student Fee Policy. The policy was reviewed with changes as proposed. President Norberg asked for public input on the policy as presented. No public input was received. At 7:06 p.m., the hearing was closed.

Motion was made by Matthew Shoup, seconded by Lynn Vogel to affirm Board Policy #501.06. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye  
Clint Cornils: Aye  
Heather Norberg: Aye  
Matthew Shoup: Aye  
Carrie Tabor: Aye  
Lynn Vogel: Aye

Motion was made by Carrie Tabor, seconded by Travis Cook to approve as reviewed and/or amended, Board Policies 501.07, 504.17, 602.01 and 603.11. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye  
Clint Cornils: Aye  
Heather Norberg: Aye  
Matthew Shoup: Aye  
Carrie Tabor: Aye  
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Matthew Shoup to approve 2020-2021 fee schedule for the Nutrition Fund and the Activity Fund Fees and Admission Prices. After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye

Clint Cornils: Aye  
Heather Norberg: Aye  
Matthew Shoup: Aye  
Carrie Tabor: Aye  
Lynn Vogel: Aye

7:13pm

Motion was made by Lynn Vogel, seconded by Carrie Tabor to adjourn the meeting at 7:13pm.  
After discussion and upon roll call vote, the Board voted as follows:

Travis Cook: Aye  
Clint Cornils: Aye  
Heather Norberg: Aye  
Matthew Shoup: Aye  
Carrie Tabor: Aye  
Lynn Vogel: Aye

ATTEST:

HEATHER NORBERG  
KIMBALL PUBLIC SCHOOLS  
BOARD OF EDUCATION

MATT SHOUP  
KIMBALL PUBLIC SCHOOLS  
BOARD OF EDUCATION

**KIMBALL PUBLIC SCHOOLS  
BOARD REPORT OF EXPENDITURES  
JULY 13, 2020**

| Checking #                      | Vendor Name                              | Invoice Description                       | Amount             |
|---------------------------------|------------------------------------------|-------------------------------------------|--------------------|
| <b>PREPAIDS</b>                 |                                          |                                           |                    |
| 59041                           | GRANITE TELECOMMUNICATIONS               | TELEPHONE SERVICE                         | 598.04             |
| 59042                           | AMAZON.COM                               | Metal Folding Chairs- REFUND OF 2 CHAIRS  | 1,063.21           |
| 59042                           | NATIONAL ASSOCIATION FOR MUSIC EDUCATION | Renew NAFME membership.                   | 132.00             |
| 59042                           | REMEDIA PUBLICATIONS, INC.               | Supplies                                  | 39.99              |
| 59042                           | UNITED STATE POSTAL SERVICE              | MAIL EXCHANGE STUDENTS DIPLOMAS,ETC       | 2,108.30           |
| 59042                           | VENTURA EDUCATIONAL SYSTEMS              | 3rd - 6th grade Keyboarding covers        | 214.07             |
| 59043                           | MOHAWK FACTORING                         | Carpet Tiles                              | 1,472.49           |
| <b>PREPAIDS SUBTOTAL</b>        |                                          |                                           | <b>\$ 5,628.10</b> |
| <b>REGULAR MONTHLY EXPENSES</b> |                                          |                                           |                    |
| 59044                           | ACCO BRANDS USA LLC                      | COOP - SUPPLIES                           | 208.17             |
| 59045                           | AG PARTS EDUCATION                       | Chromebook Repair Parts, MLE              | 50.85              |
| 59046                           | Anderson, Trevor                         | SUPERINTENDENT                            | 1,009.73           |
| 59047                           | ATC GROUP SERVICES, LLC                  | 3 Year Asbestos Inspection-2020           | 975.00             |
| 59048                           | BLACK HILLS ENERGY                       | HS Shop, HS, and ML Utilities             | 1,044.03           |
| 59049                           | CAPITAL BUSINESS SYSTEMS, INC.           | COPIER SUPPLIES/USAGE                     | 959.83             |
| 59050                           | CENGAGE LEARNING                         | Upper Level Math Textbooks                | 5,072.10           |
| 59051                           | CENTURY LINK                             | Telephone Services                        | 274.74             |
| 59052                           | CEV Multimedia, LTD                      | Ag Curriculum - Jr/Sr. High               | 850.00             |
| 59053                           | CTB/MACMILLIAN MCGRAW HILL               | Language for Learning Book A              | 298.89             |
| 59054                           | CULLIGAN                                 | SOFTNER RENTAL                            | 69.95              |
| 59055                           | DAS STATE ACCOUNTING - CENTRAL FINANCE   | Reimbursable Distance Learning            | 229.32             |
| 59056                           | DELL MARKETING L.P.                      | Superintendent Tech. - Office             | 482.90             |
| 59057                           | ESU #13                                  | VALTS; DL; INTERNET; NEVA                 | 27,144.91          |
| 59058                           | ESU COORDINATING COUNCIL                 | ANNUAL MOVIE SITE LICENSES - 300          | 330.00             |
| 59059                           | FRANK PARTS COMPANY                      | Shop Consumables                          | 59.28              |
| 59061                           | GREAT PLAINS ASBESTOS CONTROL, INC       | Asbestos Abatement                        | 5,900.00           |
| 59062                           | HERFF JONES, LLC                         | Seals for Salutatorian & Valedictorian    | 8.96               |
| 59063                           | HOMETOWN HARDWARE                        | Sprinkler Head                            | 395.23             |
| 59064                           | IDEAL/BLUFFS FACILITY SOLUTIONS          | Custodial Supplies                        | 305.98             |
| 59065                           | INNOVATIVE OFFICE SOLUTIONS LLC          | COOP - SUPPLIES                           | 2,650.10           |
| 59066                           | INSIGHT PUBLIC SECTOR, INC.              | Headsets for NWEA Fluency                 | 593.21             |
| 59067                           | JOSTENS                                  | Graduation Tassels                        | 62.51              |
| 59068                           | KIMBALL AUTO PARTS CO                    | Work Light                                | 51.04              |
| 59069                           | MASCOT JUNCTION INC.                     | Sensory Pathway -Kimball Foundation Grant | 389.00             |
| 59070                           | MIDWEST TECHNOLOGY PRODUCTS              | COOP-SANDER                               | 848.54             |
| 59071                           | NEBRASKA ASSOCIATION OF SCHOOL BOARDS    | FINANCE WORKSHOP - SUP/BP/BVP             | 75.00              |
| 59072                           | NEBRASKA SAFETY AND FIRE EQUIPMENT, INC  | Fire Inspections                          | 2,788.00           |
| 59073                           | NORTHWEST EVALUATION ASSOCIATION         | NWEA Fluency - ML                         | 625.00             |

| Checking #                        | Vendor Name                           | Invoice Description                      | Amount                     |
|-----------------------------------|---------------------------------------|------------------------------------------|----------------------------|
| 59074                             | PREMIER LAND MANAGEMENT SERVICES, LLC | LAWN FERTILIZATION/WEED SPRAY- YR 2 OF 3 | 5,715.00                   |
| 59075                             | PYRAMID SCHOOL PRODUCTS               | COOP - SUPPLIES                          | 2,513.35                   |
| 59076                             | RAPTOR TECHNOLOGIES                   | RAPTOR Visitor Mngmt. Renewal            | 1,380.00                   |
| 59077                             | ROCHESTER 100 INC                     | Communication folders for students at ML | 367.75                     |
| 59078                             | SAVVAS LEARNING COMPANY LLC           | Ready Gen consumables                    | 1,281.98                   |
| 59079                             | SCHOOL SPECIALTY INC.                 | COOP - SUPPLIES                          | 122.62                     |
| 59081                             | STERLING COMPUTERS CORP               | NETWORK SUPPLIES                         | 1,748.22                   |
| 59082                             | STUDENT ASSURANCE SERVICES, INC.      | 2020-2021 STUDENT INSURANCE POLICY       | 675.00                     |
| 59083                             | VERIZON WIRELESS                      | CELL PHONE SERVICE                       | 325.32                     |
| 59084                             | VIRCO INC                             | COOP - Chairs                            | 370.25                     |
| 59085                             | WESTERN NEBRASKA OBSERVER             | LEGAL NOTICE - MINUTES                   | 552.11                     |
| 59086                             | SHIFFLER EQUIPMENT SALES, INC         | Snap-on Floor Savers                     | 257.97                     |
| 59087                             | CITY OF KIMBALL                       | CITY UTILITIES                           | 6,778.87                   |
| <b>GENERAL FUND SUBTOTAL</b>      |                                       |                                          | <b>\$ 75,840.71</b>        |
| <b>GENERAL FUND TOTAL</b>         |                                       |                                          | <b><u>\$ 81,468.81</u></b> |
| <b>DEPRECIATION FUND</b>          |                                       |                                          |                            |
| 1218                              | BORDER STATES INDUSTRIES              | High Bay Light Fixtures & Hanger Chain   | 226.14                     |
| 1219                              | FISHER ROOFING                        | Seal Coat Gym Roof                       | 7,961.00                   |
| 1216                              | STERLING COMPUTERS CORP               | E-Rate Network Switch Project            | 12,649.52                  |
| <b>DEPRECIATION FUND SUBTOTAL</b> |                                       |                                          | <b>\$ 20,836.66</b>        |
| <b>NUTRITION FUND</b>             |                                       |                                          |                            |
| 5809                              | CARD SERVICES                         | KNOX UNFLAVORED GELATIN                  | 105.79                     |
| 5810                              | CASH-WA DISTRIBUTING                  | FOOD                                     | 12,434.79                  |
| 5811                              | HILAND DAIRY FOODS COMPANY, LLC       | FOOD                                     | 2,469.19                   |
| 5812                              | US FOODS - GRAND ISLAND               | FOOD                                     | 860.54                     |
| <b>NUTRITION FUND SUBTOTAL</b>    |                                       |                                          | <b><u>\$ 15,870.31</u></b> |

**Detail Check Register**

**Checking Account: 01**

**GENERAL FUND 01-101**

|                       |                     |                        |                           |                                |                      |        |
|-----------------------|---------------------|------------------------|---------------------------|--------------------------------|----------------------|--------|
| Check Number: 59041   | Check Type: Check   | Check Date: 06/05/2020 | Vendor: GRANITETEL        | GRANITE TELECOMMUNICATIONS     | Check Total:         | 291.50 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u> | <u>Chart of Account Number</u> | <u>Detail Amount</u> |        |
| 487426476             | 06/01/2020          |                        | TELEPHONE SERVICE         | 01 2510 530 000 000            | 291.50               |        |

|                       |                     |                        |                                          |                                |                      |          |
|-----------------------|---------------------|------------------------|------------------------------------------|--------------------------------|----------------------|----------|
| Check Number: 59042   | Check Type: Check   | Check Date: 06/10/2020 | Vendor: CARDSERVI                        | CARD SERVICES                  | Check Total:         | 3,557.57 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 000283864             | 05/22/2020          | 8905                   | Membership renewal for state and nationa | 01 1100 580 001 030            | 132.00               |          |
| 01383367465           | 05/08/2020          |                        | 6 BOXES STAMPED PLAIN ENVELOPES          | 01 2510 531 000 000            | 1,953.85             |          |
| 0351442               | 05/28/2020          | 8927                   | THERMOMETER FOR WEIGHT ROOM              | 01 2130 610 000 000            | 127.60               |          |
| 0376235               | 05/29/2020          | 8928                   | THERMOMETERS FOR WEIGHT ROOM             | 01 2130 610 000 000            | 179.98               |          |
| 048                   | 05/19/2020          |                        | MAIL EXCHANGE STUDENTS DIPLOMAS,ETC      | 01 2510 531 000 000            | 154.45               |          |
| 2020 MATH BOOK        | 05/22/2020          | 8847                   | Math Drill Book Set                      | 01 1100 640 003 016            | 29.99                |          |
| 2020 MATH BOOK        | 05/22/2020          | 8847                   | SHIPPING                                 | 01 1100 640 003 016            | 10.00                |          |
| 2691419               | 05/20/2020          | 8900                   | ECR4Kids ACE Active Core Engagement Wobb | 01 1100 733 003 016            | 109.98               |          |
| 3626606               | 05/21/2020          | 8907                   | Avery Address Labels with Sure Feed for  | 01 2230 610 000 000            | 25.39                |          |
| 4427451               | 05/20/2020          | 8848                   | Valentine's Pencil Assortment - 3 Dozen  | 01 1100 610 003 012            | 8.96                 |          |
| 4427451               | 05/20/2020          | 8848                   | Christmas Pencil Assortment - 3 Dozen    | 01 1100 610 003 012            | 6.99                 |          |
| 4427451               | 05/20/2020          | 8848                   | Easter Pencil Collection (on blue and pu | 01 1100 610 003 012            | 7.95                 |          |
| 4427451               | 05/20/2020          | 8848                   | 100th Day of School Pencils - 12 Pack    | 01 1100 610 003 012            | 11.37                |          |
| 4427451               | 05/20/2020          | 8848                   | Welcome Back to School Pencils - 24 Pack | 01 1100 610 003 012            | 14.25                |          |
| 4427451               | 05/20/2020          | 8848                   | Classroom Rewards - 100th Day of School  | 01 1100 610 003 012            | 12.68                |          |
| 4427451               | 05/20/2020          | 8848                   | Arrowhead Pink Pearl Cap Erasers - 144 p | 01 1100 610 003 012            | 7.88                 |          |
| 5816268               | 05/28/2020          | 8848                   | Happy Birthday Pencils - 2 Dozen         | 01 1100 610 003 012            | 4.98                 |          |
| 7004264               | 05/06/2020          | 8885                   | Marzano - vocabulary book                | 01 2410 610 003 000            | 33.76                |          |
| 7485064               | 05/21/2020          | 8846                   | 3-Pack Stackable Wide Entry Desk File    | 01 1100 733 003 016            | 30.70                |          |
| 7485064               | 05/21/2020          | 8846                   | Magicfly Expandable File Folder          | 01 1100 733 003 016            | 31.66                |          |
| 8314629               | 05/11/2020          |                        | 2 RETIREMENT CARDS                       | 01 2310 890 000 000            | 8.54                 |          |
| 9247414               | 05/21/2020          | 8909                   | Isopropyl Alcohol 99%, 3 x 1 Gallons     | 01 2230 610 000 000            | 145.87               |          |
| 9618600               | 05/20/2020          | 8900                   | Trademark Home Folding Stool             | 01 1100 733 003 016            | 46.22                |          |
| 9795452               | 05/20/2020          | 8900                   | Trademark Innovations Portable Recliner  | 01 1100 733 003 016            | 61.82                |          |
| 9795452.              | 05/20/2020          | 8900                   | Gaiam Kids Stay-N-Play Children's Balanc | 01 1100 733 003 016            | 39.96                |          |
| 9795452.              | 05/20/2020          | 8900                   | Trideer Inflated Wobble Cushion          | 01 1100 733 003 016            | 75.96                |          |
| 9795452.              | 05/20/2020          | 8900                   | ECR4Kids The Surf Portable Lap Desk      | 01 1100 733 003 016            | 50.00                |          |
| 9800201               | 05/20/2020          | 8848                   | School Pro Classroom Electric Pencil Sha | 01 1100 610 003 012            | 53.98                |          |
| 9939                  | 05/06/2020          | 8884                   | 3rd - 6th grade Keyboarding Covers       | 01 2410 610 003 000            | 214.07               |          |
| REFUND                | 05/14/2020          | 8859                   | Metal Folding Chairs- REFUND OF 2 CHAIRS | 01 2620 733 003 000            | (33.27)              |          |

|                       |                     |                        |                           |                                |                      |          |
|-----------------------|---------------------|------------------------|---------------------------|--------------------------------|----------------------|----------|
| Check Number: 59043   | Check Type: Check   | Check Date: 06/17/2020 | Vendor: MOHAWKFACT        | MOHAWK FACTORING               | Check Total:         | 1,472.49 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u> | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| C5788746              | 06/17/2020          | 8922                   | Carpet Tiles              | 01 2620 720 001 000            | 1,295.28             |          |
| C5788746              | 06/17/2020          | 8922                   | Flex Lok Tabs             | 01 2620 720 001 000            | 80.00                |          |
| C5788746              | 06/17/2020          | 8922                   | Freight                   | 01 2620 720 001 000            | 97.21                |          |

**Detail Check Register**

**Checking Account: 01**

**GENERAL FUND 01-101**

|                         |                     |                        |                                          |                                |                      |          |
|-------------------------|---------------------|------------------------|------------------------------------------|--------------------------------|----------------------|----------|
| Check Number: 59044     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: ACCOBRANDS                       | ACCO BRANDS USA LLC            | Check Total:         | 208.17   |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 4712957647              | 05/18/2020          | 8835                   | Dry Erase Markers - Blue                 | 01 1100 610 003 016            | 15.41                |          |
| 4712957648              | 05/18/2020          | 8835                   | Tax on invoice                           | 01 1100 610 000 000            | 12.60                |          |
| 4712957648              | 05/18/2020          | 8835                   | Laminating Film 18 x 500                 | 01 2410 610 003 000            | 165.76               |          |
| 4712957648              | 05/18/2020          | 8835                   | Dry Erase Markers - Red                  | 01 6200 610 003 904            | 7.20                 |          |
| 4712957648              | 05/18/2020          | 8835                   | Dry Erase Markers - Blue                 | 01 6200 610 003 904            | 7.20                 |          |
| Check Number: 59045     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: AGPARTSED                        | AG PARTS EDUCATION             | Check Total:         | 50.85    |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 1481250                 | 06/27/2020          | 8985                   | LENOVO N22 (TOUCH & NON) BOTTOM CASE     | 01 2230 610 000 000            | 50.85                |          |
| Check Number: 59046     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: ANDERSONT                        | Trevor Anderson                | Check Total:         | 1,009.73 |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 2020-MOVING<br>EXPENSES | 06/27/2020          |                        | MOVING EXPENSES - SUPERINTENDENT         | 01 2320 580 000 000            | 1,009.73             |          |
| Check Number: 59047     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: ATCGROUP                         | ATC GROUP SERVICES, LLC        | Check Total:         | 975.00   |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 2278877                 | 06/29/2020          |                        | 3-Year Reinspection-2020                 | 01 2620 490 000 000            | 975.00               |          |
| Check Number: 59048     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: BLACKHILLS                       | BLACK HILLS ENERGY             | Check Total:         | 1,044.03 |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 2020-06 HS SHOP         | 06/30/2020          |                        | HS Shop                                  | 01 2610 621 003 000            | 385.12               |          |
| 2020-06 HS STMT         | 06/12/2020          |                        | HS                                       | 01 2610 621 001 000            | 478.93               |          |
| 2020-06 ML              | 06/12/2020          |                        | ML Utilities                             | 01 2610 621 003 000            | 179.98               |          |
| Check Number: 59049     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CAPITALBUS                       | CAPITAL BUSINESS SYSTEMS, INC. | Check Total:         | 959.83   |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 27289000                | 06/22/2020          |                        | COPIER SUPPLIES/USAGE                    | 01 1100 441 000 000            | 959.83               |          |
| Check Number: 59050     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CENGAGELEA                       | CENGAGE LEARNING               | Check Total:         | 5,072.10 |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 70683661                | 06/11/2020          | 8935                   | Algebra 2 Textbooks                      | 01 1100 640 001 000            | 1,560.00             |          |
| 70683661                | 06/11/2020          | 8935                   | Geometry Textbooks                       | 01 1100 640 001 000            | 2,808.00             |          |
| 70683661                | 06/11/2020          | 8935                   | 7th Grade Advanced Teaching Edition      | 01 1100 640 001 000            | 243.00               |          |
| 70683661                | 06/11/2020          | 8935                   | Shipping and Handling                    | 01 1100 640 001 000            | 461.10               |          |
| Check Number: 59051     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CENTURYLIN                       | CENTURY LINK                   | Check Total:         | 274.74   |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| 2020-06 STMT            | 06/19/2020          |                        | Telephone Services                       | 01 2510 530 000 000            | 274.74               |          |
| Check Number: 59052     | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CEV                              | CEV Multimedia, LTD            | Check Total:         | 850.00   |
| <u>Invoice Number</u>   | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |          |
| QTE030630               | 06/08/2020          | 8982                   | 1 year Access to online iCEV ag curricul | 01 1100 610 001 040            | 850.00               |          |

**Detail Check Register**

**Checking Account: 01**

**GENERAL FUND 01-101**

|                       |                     |                        |                                   |                                        |                      |           |
|-----------------------|---------------------|------------------------|-----------------------------------|----------------------------------------|----------------------|-----------|
| Check Number: 59053   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CTBMACMILL                | CTB/MACMILLIAN McGRAW HILL             | Check Total:         | 298.89    |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>         | <u>Chart of Account Number</u>         | <u>Detail Amount</u> |           |
| 112975046001          | 05/31/2020          | 8911                   | Language for Learning             | 01 1200 640 001 902                    | 298.89               |           |
| Check Number: 59054   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CULLIGAN                  | CULLIGAN                               | Check Total:         | 69.95     |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>         | <u>Chart of Account Number</u>         | <u>Detail Amount</u> |           |
| 2020-07 RENTAL        | 06/27/2020          |                        | SOFTENER RENTAL                   | 01 2610 610 003 000                    | 69.95                |           |
| Check Number: 59055   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: DASSTATEAC                | DAS STATE ACCOUNTING - CENTRAL FINANCE | Check Total:         | 229.32    |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>         | <u>Chart of Account Number</u>         | <u>Detail Amount</u> |           |
| 1222445               | 06/08/2020          |                        | REIMBURSIBLE DISTANCE LEARNING    | 01 2510 382 000 000                    | 229.32               |           |
| Check Number: 59056   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: DELLMARKET                | DELL MARKETING L.P.                    | Check Total:         | 482.90    |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>         | <u>Chart of Account Number</u>         | <u>Detail Amount</u> |           |
| 10403878155           | 06/27/2020          | 8984                   | Dell Thunderbolt Dock             | 01 2320 733 000 000                    | 216.52               |           |
| 10403878155           | 06/27/2020          | 8984                   | Dell Wireless Keyboard & Mouse    | 01 2320 733 000 000                    | 33.49                |           |
| 10403878155           | 06/27/2020          | 8984                   | Dell 27 Monitor                   | 01 2320 733 000 000                    | 232.89               |           |
| Check Number: 59057   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: ESU13                     | ESU #13                                | Check Total:         | 27,144.91 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>         | <u>Chart of Account Number</u>         | <u>Detail Amount</u> |           |
| 2020-06 STMT A        | 06/27/2020          |                        | MERIDIAN - PROGRAM A SEC          | 01 1200 561 001 003                    | 785.40               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | LIFELINKS                         | 01 1200 561 001 007                    | 1,963.50             |           |
| 2020-06 STMT A        | 06/27/2020          |                        | MERIDIAN - PROGRAM A ELEM         | 01 1200 561 003 003                    | 1,963.50             |           |
| 2020-06 STMT A        | 06/27/2020          |                        | MERIDIAN PROGRAM B - ELEM         | 01 1200 561 003 003                    | 4,751.00             |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVISION OF ESU PROGRAM - ELEM | 01 1200 591 003 005                    | 681.69               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PK INSTRUCTION 3-5                | 01 1291 591 003 000                    | 202.51               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVISION PK INSTRUCTION 3-5    | 01 1291 591 003 005                    | 16.20                |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PK INSTRUCTION 0-2                | 01 1292 591 003 000                    | 87.45                |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVISION PK INSTRUCTION 0-2    | 01 1292 591 003 005                    | 7.00                 |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PSYCH ASSESSMENT - SEC            | 01 2141 591 001 001                    | 2,147.00             |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PSYCH COUNSELING - SEC            | 01 2141 591 001 002                    | 262.50               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PSYCH COUNSELING - ELEM           | 01 2141 591 003 001                    | 1,400.00             |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PSYCH ASSESSMENT - ELEM           | 01 2141 591 003 001                    | 4,294.00             |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SEC OT SERVICES                   | 01 2161 591 001 000                    | 537.29               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVISION SEC OT SERVICES       | 01 2161 591 001 005                    | 42.98                |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVISION ELEM OT SERVICES      | 01 2161 591 003 005                    | 38.84                |           |
| 2020-06 STMT A        | 06/27/2020          |                        | ELEM OT SERVICES                  | 01 2162 591 003 000                    | 485.52               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | PK OT SERVICE 3-5                 | 01 2162 591 003 000                    | 133.88               |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVIION PK OT SERVICE 3-5      | 01 2162 591 003 005                    | 10.71                |           |
| 2020-06 STMT A        | 06/27/2020          |                        | OT SERVICES 0-2                   | 01 2163 591 003 000                    | 89.25                |           |
| 2020-06 STMT A        | 06/27/2020          |                        | SUPERVISON OT SERVICES 0-2        | 01 2163 591 003 005                    | 7.14                 |           |
| 2020-06 STMT A        | 06/27/2020          |                        | ELEM LOW VISION SERVICE           | 01 2181 591 003 000                    | 110.85               |           |

**Detail Check Register**

|                       |                     |                     |                                         |                                |                                    |                       |
|-----------------------|---------------------|---------------------|-----------------------------------------|--------------------------------|------------------------------------|-----------------------|
| Checking Account: 01  |                     | GENERAL FUND 01-101 |                                         |                                |                                    |                       |
| 2020-06 STMT A        | 06/27/2020          |                     | SUPERVISION ELEM LOW VISION SERVICE     | 01 2181 591 003 000            | 8.87                               |                       |
| 2020-06 STMT A        | 06/27/2020          |                     | SPED INSERVICE                          | 01 2190 591 003 004            | 117.60                             |                       |
| 2020-06 STMT A        | 06/27/2020          |                     | STUDENT RECORD SYSTEM (SRS)             | 01 2190 591 003 006            | 1,162.90                           |                       |
| 2020-06 STMT B        | 06/27/2020          |                     | VALTS                                   | 01 1100 561 001 000            | 3,698.00                           |                       |
| 2020-06 STMT B        | 06/27/2020          |                     | THERAPEUTIC BEHAVIOR/MENTAL HEALTH      | 01 1100 591 003 000            | 300.00                             |                       |
| 2020-06 STMT B        | 06/27/2020          |                     | DISTANCE LERANING CONSORTIUM            | 01 2510 530 000 000            | 748.00                             |                       |
| 2020-06 STMT B        | 06/27/2020          |                     | INTERNET E-RATE CONSORTIUM              | 01 2510 530 000 000            | 383.00                             |                       |
| 2020-06 STMT B        | 06/27/2020          |                     | NEBRASKA EDUCATION VIRTUAL ACADEMY      | 01 2510 530 000 000            | 708.33                             |                       |
| Check Number: 59058   |                     | Check Type: Check   | Check Date: 07/14/2020                  | Vendor: ESUCOORDIN             | ESU COORDINATING COUNCIL           | Check Total: 330.00   |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>    | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u>               |                       |
| COOP001264            | 06/25/2020          |                     | ANNUAL MOVIE SITE LICENSES              | 01 2290 890 001 000            | 330.00                             |                       |
| Check Number: 59059   |                     | Check Type: Check   | Check Date: 07/14/2020                  | Vendor: FRANKPARTS             | FRANK PARTS COMPANY                | Check Total: 59.28    |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>    | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u>               |                       |
| 492-434563            | 06/04/2020          | 8983                | Wire Cup Brushes                        | 01 1100 610 001 040            | 59.28                              |                       |
| Check Number: 59060   |                     | Check Type: Check   | Check Date: 07/14/2020                  | Vendor: GRANITETEL             | GRANITE TELECOMMUNICATIONS         | Check Total: 306.54   |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>    | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u>               |                       |
| 490295257             | 06/27/2020          |                     | TELEPHONE SERVICE                       | 01 2510 530 000 000            | 306.54                             |                       |
| Check Number: 59061   |                     | Check Type: Check   | Check Date: 07/14/2020                  | Vendor: GPACINC                | GREAT PLAINS ASBESTOS CONTROL, INC | Check Total: 5,900.00 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>    | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u>               |                       |
| 0825-01               | 06/12/2020          | 8921                | Asbestos and mastic abatement, district | 01 2620 490 000 000            | 5,900.00                           |                       |
| Check Number: 59062   |                     | Check Type: Check   | Check Date: 07/14/2020                  | Vendor: HERFFJONES             | HERFF JONES, LLC                   | Check Total: 8.96     |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>    | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u>               |                       |
| 1017388               | 06/01/2020          |                     | Seals for Val and Saul                  | 01 2290 890 001 000            | 1.46                               |                       |
| 1017388               | 06/01/2020          |                     | Shipping and Handling                   | 01 2290 890 001 000            | 7.50                               |                       |
| Check Number: 59063   |                     | Check Type: Check   | Check Date: 07/14/2020                  | Vendor: HOMETOWNH              | HOMETOWN HARDWARE                  | Check Total: 395.23   |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>    | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u>               |                       |
| 482479                | 06/05/2020          | 8950                | 4-way key for outside faucets           | 01 2610 610 003 000            | 6.99                               |                       |
| 483020                | 06/11/2020          | 8954                | Wire connectors, red wing, 6/box        | 01 2610 610 000 000            | 3.78                               |                       |
| 483294                | 06/15/2020          | 8955                | Cut off risers, 3/4X6                   | 01 2610 610 001 000            | 7.92                               |                       |
| 483294                | 06/15/2020          | 8955                | Trimmer Repair                          | 01 2620 430 000 000            | 25.00                              |                       |
| 483304                | 06/15/2020          | 8956                | Cut off risers, 3/4X6                   | 01 2610 610 001 000            | 6.32                               |                       |
| 483476                | 06/16/2020          | 8957                | Nipples, 1/2X21, 2in. galvanized        | 01 2610 610 003 000            | 5.97                               |                       |
| 483476                | 06/16/2020          | 8957                | Sprinkler heads, half circle            | 01 2610 610 003 000            | 11.97                              |                       |
| 483476                | 06/16/2020          | 8957                | Mower blades                            | 01 2620 430 000 000            | 65.97                              |                       |
| 483476                | 06/16/2020          | 8957                | Freight charge                          | 01 2620 430 000 000            | 12.00                              |                       |
| 483523                | 06/17/2020          | 8962                | Fluorescent bulbs, 40 watt, T12, 4'     | 01 2610 610 003 000            | 89.70                              |                       |
| 483832                | 06/19/2020          | 8966                | Faucet connector, 3/8X1/2X12            | 01 2620 720 001 000            | 12.98                              |                       |

**Detail Check Register**

|                             |                     |                            |                                          |                                |                                 |
|-----------------------------|---------------------|----------------------------|------------------------------------------|--------------------------------|---------------------------------|
| <b>Checking Account: 01</b> |                     | <b>GENERAL FUND 01-101</b> |                                          |                                |                                 |
| 483832                      | 06/19/2020          | 8966                       | LL valve, straight, 3/8X3/8              | 01 2620 720 001 000            | 27.98                           |
| 483832                      | 06/19/2020          | 8966                       | Faucet                                   | 01 2620 720 001 000            | 44.99                           |
| 483973                      | 06/22/2020          | 8971                       | Fluorescent bulbs, 40 watt, T12, 4ft.    | 01 2610 610 003 000            | 11.96                           |
| 483990                      | 06/22/2020          | 8965                       | Elbow, 3/4X1/2, sprinkler repair         | 01 2610 610 001 000            | 2.49                            |
| 484103                      | 06/23/2020          | 8977                       | Rake                                     | 01 2610 610 000 000            | 15.99                           |
| 484103                      | 06/23/2020          | 8977                       | Ant Killer, 12oz.                        | 01 2610 610 000 000            | 12.99                           |
| 484148                      | 06/23/2020          | 8978                       | Gorilla Super Glue, 15g.                 | 01 2610 610 003 000            | 6.49                            |
| 484226                      | 06/24/2020          | 8979                       | Furniture Polish, 12.5oz                 | 01 2610 610 003 000            | 16.47                           |
| 484273                      | 06/24/2020          | 8980                       | Elbow, 1X1/2, sprinkler repair           | 01 2610 610 003 000            | 1.29                            |
| 484273                      | 06/24/2020          | 8980                       | Clamp, sprinkler repair                  | 01 2610 610 003 000            | 1.99                            |
| 484282                      | 06/24/2020          | 8981                       | Sprinkler Head, 1/4 turn                 | 01 2610 610 003 000            | 3.99                            |
| Check Number: 59064         |                     | Check Type: Check          | Check Date: 07/14/2020                   | Vendor: BLUFFSFACI             | IDEAL/BLUFFS FACILITY SOLUTIONS |
|                             |                     |                            |                                          |                                | Check Total: 305.98             |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u>            |
| 408145-1                    | 06/12/2020          | 8915                       | Symmetry foam hand sanitizer, 550ml. 12/ | 01 2710 890 000 000            | 154.63                          |
| 408474                      | 06/04/2020          | 8931                       | Symmetry foam hand sanitizer, 1200ml bag | 01 2610 610 003 000            | 148.35                          |
| 408474                      | 06/04/2020          | 8931                       | Shipping/Handling                        | 01 2610 610 003 000            | 3.00                            |
| Check Number: 59065         |                     | Check Type: Check          | Check Date: 07/14/2020                   | Vendor: INNOVATIVO             | INNOVATIVE OFFICE SOLUTIONS LLC |
|                             |                     |                            |                                          |                                | Check Total: 2,650.10           |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u>            |
| IN3016224                   | 06/27/2020          | 8833                       | MY FIRST PENCIL                          | 01 1100 610 000 000            | 15.04                           |
| IN3016224                   | 06/27/2020          | 8833                       | DESKTOP CALENDAR                         | 01 1100 610 000 000            | 3.85                            |
| IN3016224                   | 06/27/2020          | 8833                       | COVER REPROT LETTER                      | 01 1100 610 000 000            | 20.70                           |
| IN3016224                   | 06/27/2020          | 8833                       | ENVELOPE                                 | 01 1100 610 000 000            | 19.80                           |
| IN3016224                   | 06/27/2020          | 8833                       | ENVELOPE                                 | 01 1100 610 000 000            | 22.89                           |
| IN3016224                   | 06/27/2020          | 8833                       | RUBBERBANDS                              | 01 1100 610 000 000            | 2.37                            |
| IN3016224                   | 06/27/2020          | 8833                       | PENMANSHIP PAPER                         | 01 1100 610 001 024            | 36.10                           |
| IN3016224                   | 06/27/2020          | 8833                       | MANILA FILE FOLDERS - LETTER SIZE        | 01 1100 610 001 024            | 10.17                           |
| IN3016224                   | 06/27/2020          | 8833                       | TYVEK ENVELOPES - PLAIN 9" X 12" SIZE    | 01 1100 610 001 024            | 45.92                           |
| IN3016224                   | 06/27/2020          | 8833                       | DRY ERASE MARKERS - 24 PER PKG           | 01 1100 610 001 028            | 113.30                          |
| IN3016224                   | 06/27/2020          | 8833                       | File folders and pens                    | 01 1100 610 001 030            | 10.17                           |
| IN3016224                   | 06/27/2020          | 8833                       | roller ball pens                         | 01 1100 610 001 030            | 15.16                           |
| IN3016224                   | 06/27/2020          | 8833                       | DESK CALENDAR                            | 01 1100 610 001 036            | 3.85                            |
| IN3016224                   | 06/27/2020          | 8833                       | RUBBER BANDS                             | 01 1100 610 001 036            | 11.44                           |
| IN3016224                   | 06/27/2020          | 8833                       | HI-LIGHTER YELLOW/PINK                   | 01 1100 610 001 036            | 7.13                            |
| IN3016224                   | 06/27/2020          | 8833                       | Super Glue                               | 01 1100 610 001 042            | 5.98                            |
| IN3016224                   | 06/27/2020          | 8833                       | Desktop Calendar                         | 01 1100 610 001 042            | 3.85                            |
| IN3016224                   | 06/27/2020          | 8833                       | Papermate Pen                            | 01 1100 610 001 042            | 19.16                           |
| IN3016224                   | 06/27/2020          | 8833                       | Styrofoam Cups                           | 01 1100 610 001 042            | 35.20                           |
| IN3016224                   | 06/27/2020          | 8833                       | 2 LB Paperfood Trays                     | 01 1100 610 001 042            | 21.80                           |
| IN3016224                   | 06/27/2020          | 8833                       | 1 LB Paper food Trays                    | 01 1100 610 001 042            | 18.30                           |
| IN3016224                   | 06/27/2020          | 8833                       | Aluminum Foil                            | 01 1100 610 001 042            | 38.99                           |

Detail Check Register

|                   |            |                     |                                     |                     |        |
|-------------------|------------|---------------------|-------------------------------------|---------------------|--------|
| Checking Account: | 01         | GENERAL FUND 01-101 |                                     |                     |        |
| IN3016224         | 06/27/2020 | 8833                | Tag Board                           | 01 1100 610 001 042 | 23.60  |
| IN3016224         | 06/27/2020 | 8833                | Plastic Knives                      | 01 1100 610 001 042 | 18.20  |
| IN3016224         | 06/27/2020 | 8833                | Sandwich Bags                       | 01 1100 610 001 042 | 13.99  |
| IN3016224         | 06/27/2020 | 8833                | Duct tape                           | 01 1100 610 001 044 | 13.75  |
| IN3016224         | 06/27/2020 | 8833                | TAGBOARD WHITE 9X12"                | 01 1100 610 003 011 | 38.00  |
| IN3016224         | 06/27/2020 | 8833                | TAGBOARD WHITE 12X18"               | 01 1100 610 003 011 | 32.88  |
| IN3016224         | 06/27/2020 | 8833                | LAMINATING POUCHES 3 MIL            | 01 1100 610 003 011 | 27.80  |
| IN3016224         | 06/27/2020 | 8833                | Tagboard - 9x12 White - 100         | 01 1100 610 003 012 | 7.60   |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folder - Red - 25 per box    | 01 1100 610 003 012 | 5.16   |
| IN3016224         | 06/27/2020 | 8833                | Paper Plate - 9 inch - 1,000        | 01 1100 610 003 012 | 19.78  |
| IN3016224         | 06/27/2020 | 8833                | Ziplip Sandwich Baggies - 6 1/2 x 6 | 01 1100 610 003 012 | 13.99  |
| IN3016224         | 06/27/2020 | 8833                | POCKET FOLDER - ASSORTED COLORS     | 01 1100 610 003 013 | 20.64  |
| IN3016224         | 06/27/2020 | 8833                | Uni-ball Mirco Pens - Black         | 01 1100 610 003 014 | 13.77  |
| IN3016224         | 06/27/2020 | 8833                | Uni-ball Mirco Pens - Blue          | 01 1100 610 003 014 | 13.77  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folders - Green              | 01 1100 610 003 014 | 10.32  |
| IN3016224         | 06/27/2020 | 8833                | Cresent wrench                      | 01 1100 733 001 044 | 24.05  |
| IN3016224         | 06/27/2020 | 8833                | Calculator TI-84 Plus               | 01 1200 610 001 902 | 428.80 |
| IN3016224         | 06/27/2020 | 8833                | Calculator TI-84 Plus               | 01 1200 610 001 902 | 321.60 |
| IN3016224         | 06/27/2020 | 8833                | Twin Pocket Portfolios              | 01 1200 610 001 902 | 8.50   |
| IN3016224         | 06/27/2020 | 8833                | Manilla Folders                     | 01 1200 610 003 902 | 10.17  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folders                      | 01 1200 610 003 902 | 5.16   |
| IN3016224         | 06/27/2020 | 8833                | Post it Notes                       | 01 1200 610 003 902 | 5.88   |
| IN3016224         | 06/27/2020 | 8833                | Clear Label Dividers                | 01 1200 610 003 902 | 74.60  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Calculator - 8 digit - Solar | 01 2410 610 001 000 | 4.19   |
| IN3016224         | 06/27/2020 | 8833                | Cartridge for 3M LS950              | 01 2410 610 001 000 | 136.80 |
| IN3016224         | 06/27/2020 | 8833                | Manila File Folders - Letter        | 01 2410 610 001 000 | 40.68  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folders - Red                | 01 2410 610 001 000 | 15.48  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folders - Blue               | 01 2410 610 001 000 | 15.48  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folders w/fasteners - Red    | 01 2410 610 001 000 | 25.56  |
| IN3016224         | 06/27/2020 | 8833                | Pocket Folders w/fasteners - Teal   | 01 2410 610 001 000 | 17.04  |
| IN3016224         | 06/27/2020 | 8833                | Manila Envelopes - 10x13            | 01 2410 610 001 000 | 54.00  |
| IN3016224         | 06/27/2020 | 8833                | Manila Envelopes - 9 1/2x12 1/2     | 01 2410 610 001 000 | 55.80  |
| IN3016224         | 06/27/2020 | 8833                | Legal Pads - 8 1/2x11 3/4 - White   | 01 2410 610 001 000 | 8.23   |
| IN3016224         | 06/27/2020 | 8833                | Staple Remover - Claw               | 01 2410 610 001 000 | 1.70   |
| IN3016224         | 06/27/2020 | 8833                | Super Glue                          | 01 2410 610 001 000 | 2.99   |
| IN3016224         | 06/27/2020 | 8833                | Ring Binder Indexes (3 Ring)        | 01 2410 610 001 000 | 29.10  |
| IN3016224         | 06/27/2020 | 8833                | Desk Top Calendar Pads              | 01 2410 610 001 000 | 26.95  |
| IN3016224         | 06/27/2020 | 8833                | Gel Ink Rollerball Pen - Black      | 01 2410 610 001 000 | 20.08  |
| IN3016224         | 06/27/2020 | 8833                | Gel Ink Rollerball Pen - Blue       | 01 2410 610 001 000 | 20.08  |
| IN3016224         | 06/27/2020 | 8833                | Gel Ink Rollerball Pen - Red        | 01 2410 610 001 000 | 10.04  |
| IN3016224         | 06/27/2020 | 8833                | Uniball Micro Pens - Blue           | 01 2410 610 001 000 | 27.54  |

**Detail Check Register**

|                             |                     |                            |                                       |                                |                                       |                       |
|-----------------------------|---------------------|----------------------------|---------------------------------------|--------------------------------|---------------------------------------|-----------------------|
| <b>Checking Account: 01</b> |                     | <b>GENERAL FUND 01-101</b> |                                       |                                |                                       |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Hi-Lighter Pens - Yellow - Sharpie    | 01 2410 610 001 000            | 8.44                                  |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Rubber Bands - 1/8"x3 1/2"            | 01 2410 610 001 000            | 2.37                                  |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Kraft Paper - White                   | 01 2410 610 001 000            | 46.40                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Kraft Paper - Black                   | 01 2410 610 001 000            | 50.15                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Manila Envelopes 9 1/2x12 1/2         | 01 2410 610 003 000            | 18.60                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Manila Envelopes 6 1/2x 9 1/2         | 01 2410 610 003 000            | 14.55                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Post-It Notes, Dispenser refill 3 x 3 | 01 2410 610 003 000            | 10.77                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Kraft Paper Black                     | 01 2410 610 003 000            | 50.15                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Kraft Paper Sky BLue                  | 01 2410 610 003 000            | 53.60                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Poster Board Assorted                 | 01 2410 610 003 000            | 65.00                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | Letter Size Manila Folders            | 01 2410 610 003 000            | 10.17                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | STROFOAM CUPS                         | 01 2610 610 001 000            | 70.40                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | STAPLE GUN                            | 01 2610 610 001 000            | 44.80                                 |                       |
| IN3016224                   | 06/27/2020          | 8833                       | DESKTOP CALENDAR(1 SHANNON/1 GREGG)   | 01 2610 610 001 000            | 7.70                                  |                       |
| IN3016224                   | 06/27/2020          | 8833                       | ANGEL SOFT TISSUE                     | 01 2610 610 001 000            | 52.08                                 |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59066         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: INSIGHTPUB             | INSIGHT PUBLIC SECTOR, INC.           | Check Total: 593.21   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>             | <u>Chart of Account Number</u> | <u>Detail Amount</u>                  |                       |
| 1100736840                  | 06/03/2020          | 8912                       | Headsets for NWEA fluency             | 01 2410 650 003 000            | 317.41                                |                       |
| 1100742413                  | 06/22/2020          | 8912                       | Headsets for NWEA fluency             | 01 2410 650 003 000            | 275.80                                |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59067         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: JOSTENS                | JOSTENS                               | Check Total: 62.51    |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>             | <u>Chart of Account Number</u> | <u>Detail Amount</u>                  |                       |
| 24787966                    | 06/11/2020          |                            | Tassel x 5                            | 01 1100 890 001 000            | 50.00                                 |                       |
| 24787966                    | 06/11/2020          |                            | Shipping and Handling                 | 01 1100 890 001 000            | 12.51                                 |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59068         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: KIMBALLAUT             | KIMBALL AUTO PARTS CO                 | Check Total: 51.04    |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>             | <u>Chart of Account Number</u> | <u>Detail Amount</u>                  |                       |
| 7687-201891                 | 06/09/2020          | 8948                       | Halogen work light                    | 01 2610 610 000 000            | 19.69                                 |                       |
| 7687-202430                 | 06/18/2020          | 8963                       | Plug for trailer                      | 01 2620 430 000 000            | 31.35                                 |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59069         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: MASCOTJUNC             | MASCOT JUNCTION INC.                  | Check Total: 389.00   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>             | <u>Chart of Account Number</u> | <u>Detail Amount</u>                  |                       |
| 20200329                    | 06/12/2020          | 8946                       | Sensory Pathway- KF funded grant      | 01 2410 733 003 000            | 389.00                                |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59070         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: MIDWESTTEC             | MIDWEST TECHNOLOGY PRODUCTS           | Check Total: 848.54   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>             | <u>Chart of Account Number</u> | <u>Detail Amount</u>                  |                       |
| 2112832-01                  | 06/05/2020          | 8842                       | Belt /disc sander                     | 01 1100 733 001 044            | 848.54                                |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59071         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: NEASSOSCHO             | NEBRASKA ASSOCIATION OF SCHOOL BOARDS | Check Total: 75.00    |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>             | <u>Chart of Account Number</u> | <u>Detail Amount</u>                  |                       |
| INV-05821-K9Q9S2            | 06/27/2020          |                            | FINANCE WORKSHOP - SUP/BP/BVP         | 01 2310 890 000 000            | 75.00                                 |                       |
|                             |                     |                            |                                       |                                |                                       |                       |
| Check Number: 59072         | Check Type: Check   |                            | Check Date: 07/14/2020                | Vendor: NESAFETYAN             | NEBRASKA SAFETY AND FIRE              | Check Total: 2,788.00 |

Detail Check Register

Checking Account: 01

GENERAL FUND 01-101

| EQUIPMENT, INC        |                     |                        |                                          |                                       |                       |
|-----------------------|---------------------|------------------------|------------------------------------------|---------------------------------------|-----------------------|
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u>        | <u>Detail Amount</u>  |
| 32709                 | 06/16/2020          | 8968                   | 10 lb. hydro test                        | 01 2610 890 001 000                   | 200.00                |
| 32709                 | 06/16/2020          | 8968                   | 10 lb. 6 year test                       | 01 2610 890 001 000                   | 70.00                 |
| 32709                 | 06/16/2020          | 8968                   | 5 lb. hydro test                         | 01 2610 890 001 000                   | 540.00                |
| 32709                 | 06/16/2020          | 8968                   | 6L Badger, hydro test                    | 01 2610 890 001 000                   | 120.00                |
| 98631                 | 06/16/2020          | 8969                   | Alarm System inspection                  | 01 2610 890 001 000                   | 295.00                |
| 98631                 | 06/16/2020          | 8969                   | Range Hood, kitchen                      | 01 2610 890 001 000                   | 125.00                |
| 98631                 | 06/16/2020          | 8969                   | Test Cartridge                           | 01 2610 890 001 000                   | 25.00                 |
| 98631                 | 06/16/2020          | 8969                   | Fusible Link                             | 01 2610 890 001 000                   | 16.00                 |
| 98631                 | 06/16/2020          | 8969                   | Fire Sprinkler Inspection, New Addition, | 01 2610 890 001 000                   | 100.00                |
| 98631                 | 06/16/2020          | 8969                   | Backflow Prevent Device Inspection       | 01 2610 890 001 000                   | 310.00                |
| 98631                 | 06/16/2020          | 8969                   | Fire Extinguisher Inspections            | 01 2610 890 001 000                   | 434.00                |
| 98632                 | 06/17/2020          | 8975                   | Alarm System Inspection                  | 01 2610 890 003 000                   | 165.00                |
| 98632                 | 06/17/2020          | 8975                   | Alarm System Inspection, modular         | 01 2610 890 003 000                   | 110.00                |
| 98632                 | 06/17/2020          | 8975                   | Range Hood Inspection, kitchen           | 01 2610 890 003 000                   | 125.00                |
| 98632                 | 06/17/2020          | 8975                   | Fusible Link                             | 01 2610 890 003 000                   | 16.00                 |
| 98632                 | 06/17/2020          | 8975                   | Test Cartridge                           | 01 2610 890 003 000                   | 25.00                 |
| 98632                 | 06/17/2020          | 8975                   | Fire Extinguisher Inspections            | 01 2610 890 003 000                   | 112.00                |
|                       |                     |                        |                                          |                                       |                       |
| Check Number: 59073   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: NORTHWESTE                       | NORTHWEST EVALUATION ASSOCIATION      | Check Total: 625.00   |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u>        | <u>Detail Amount</u>  |
| 36790                 | 06/27/2020          | 8898                   | NWEA Fluency                             | 01 2410 650 003 000                   | 625.00                |
|                       |                     |                        |                                          |                                       |                       |
| Check Number: 59074   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: PREMIERLAN                       | PREMIER LAND MANAGEMENT SERVICES, LLC | Check Total: 5,715.00 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u>        | <u>Detail Amount</u>  |
| 12540                 | 06/05/2020          |                        | LAWN FERTILIZATION/WEED SPRAY- YR 2 OF 3 | 01 2620 430 000 000                   | 5,715.00              |
|                       |                     |                        |                                          |                                       |                       |
| Check Number: 59075   | Check Type: Check   | Check Date: 07/14/2020 | Vendor: PYRAMIDSCH                       | PYRAMID SCHOOL PRODUCTS               | Check Total: 2,513.35 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u>                | <u>Chart of Account Number</u>        | <u>Detail Amount</u>  |
| 20200703              | 06/23/2020          | 8831                   | FLOOR BRUSH 24" GRAY FLAGGED             | 01 1100 610 000 000                   | 8.80                  |
| 20200703              | 06/23/2020          | 8831                   | HANDLE 16"/60" WOOD W/METAL TIP          | 01 1100 610 000 000                   | 2.09                  |
| 20200703              | 06/23/2020          | 8831                   | BOTTLE PLASTIC 24 OZ W/GRAD              | 01 1100 610 000 000                   | 1.94                  |
| 20200703              | 06/23/2020          | 8831                   | TRIGGER SPRAYER BLUE/WT 8-1/4" TUBE      | 01 1100 610 000 000                   | 1.94                  |
| 20200703              | 06/23/2020          | 8831                   | CRAYOLA CRAYON CLASSPACK 400 LG          | 01 1100 610 000 000                   | 73.00                 |
| 20200703              | 06/23/2020          | 8831                   | PRANG GLUE STICK .28 OZ BLUE             | 01 1100 610 000 000                   | 2.52                  |
| 20200703              | 06/23/2020          | 8831                   | ERASER MED PINK BEVELED EDGE             | 01 1100 610 000 000                   | 1.79                  |
| 20200703              | 06/23/2020          | 8831                   | PENCIL WOOD #2 SOFT TICONDEROGA          | 01 1100 610 000 000                   | 108.00                |
| 20200703              | 06/23/2020          | 8831                   | COPIER LABEL 1X2.75 WHITE                | 01 1100 610 000 000                   | 9.95                  |
| 20200703              | 06/23/2020          | 8831                   | BINDER 1" PURPLE 3-RING VINYL            | 01 1100 610 000 000                   | 18.60                 |
| 20200703              | 06/23/2020          | 8831                   | PAINTERS TAPE MASKING 48 MMX54.8M        | 01 1100 610 000 000                   | 37.92                 |

Detail Check Register

| Checking Account: | 01         | GENERAL FUND 01-101 |                                          |                     |        |
|-------------------|------------|---------------------|------------------------------------------|---------------------|--------|
| 20200703          | 06/23/2020 | 8831                | HIGHLAND NOT 3X3 YELLOW 12/PACK          | 01 1100 610 000 000 | 5.18   |
| 20200703          | 06/23/2020 | 8831                | COMPOSITION BOOKS                        | 01 1100 610 001 024 | 18.96  |
| 20200703          | 06/23/2020 | 8831                | TICONDEROGA PENCILS - 144 PER BOX        | 01 1100 610 001 028 | 18.00  |
| 20200703          | 06/23/2020 | 8831                | All purpose Pencils #2                   | 01 1100 610 001 028 | 40.20  |
| 20200703          | 06/23/2020 | 8831                | Mechanical pencils                       | 01 1100 610 001 030 | 39.80  |
| 20200703          | 06/23/2020 | 8831                | 9 VOLT BATTERIES                         | 01 1100 610 001 036 | 10.08  |
| 20200703          | 06/23/2020 | 8831                | AA BATTERIES                             | 01 1100 610 001 036 | 12.00  |
| 20200703          | 06/23/2020 | 8831                | AAA BATTERIES                            | 01 1100 610 001 036 | 12.00  |
| 20200703          | 06/23/2020 | 8831                | TICONDEROGA PENCILS                      | 01 1100 610 001 036 | 108.00 |
| 20200703          | 06/23/2020 | 8831                | EXPO WHITEBOARD WIPES                    | 01 1100 610 001 036 | 5.29   |
| 20200703          | 06/23/2020 | 8831                | 3X3 POST IT NOTES                        | 01 1100 610 001 036 | 5.18   |
| 20200703          | 06/23/2020 | 8831                | Prang Glue Sticks                        | 01 1100 610 001 042 | 7.56   |
| 20200703          | 06/23/2020 | 8831                | Crayola Dry Erase Markers                | 01 1100 610 001 042 | 31.80  |
| 20200703          | 06/23/2020 | 8831                | Painters Tape                            | 01 1100 610 001 042 | 28.89  |
| 20200703          | 06/23/2020 | 8831                | Gallon Zip Lock Bags                     | 01 1100 610 001 042 | 12.75  |
| 20200703          | 06/23/2020 | 8831                | pencils                                  | 01 1100 610 001 044 | 36.00  |
| 20200703          | 06/23/2020 | 8831                | Welding gloves                           | 01 1100 610 001 044 | 37.14  |
| 20200703          | 06/23/2020 | 8831                | 1" paint tape                            | 01 1100 610 001 044 | 57.78  |
| 20200703          | 06/23/2020 | 8831                | Electrical tape                          | 01 1100 610 001 044 | 59.88  |
| 20200703          | 06/23/2020 | 8831                | 1" Brush                                 | 01 1100 610 001 044 | 27.48  |
| 20200703          | 06/23/2020 | 8831                | 1/4 brushes                              | 01 1100 610 001 044 | 12.48  |
| 20200703          | 06/23/2020 | 8831                | 4" Brush                                 | 01 1100 610 001 044 | 17.91  |
| 20200703          | 06/23/2020 | 8831                | Scissors                                 | 01 1100 610 001 044 | 6.29   |
| 20200703          | 06/23/2020 | 8831                | SCISSORS SCHOOL GRADE 5" SHARP           | 01 1100 610 003 010 | 59.81  |
| 20200703          | 06/23/2020 | 8831                | Elmer's 8 oz Liquid Glue - 24 pack       | 01 1100 610 003 012 | 27.60  |
| 20200703          | 06/23/2020 | 8831                | Address Labels for Copiers - 100 per box | 01 1100 610 003 012 | 9.95   |
| 20200703          | 06/23/2020 | 8831                | Sheet Protectors - Top Loading           | 01 1100 610 003 012 | 7.56   |
| 20200703          | 06/23/2020 | 8831                | PENCIL ERASERS                           | 01 1100 610 003 013 | 7.16   |
| 20200703          | 06/23/2020 | 8831                | PENCILS - TICONDEROGA                    | 01 1100 610 003 013 | 72.00  |
| 20200703          | 06/23/2020 | 8831                | PLASTIC BAGS - GALLON ZIPLOC             | 01 1100 610 003 013 | 25.50  |
| 20200703          | 06/23/2020 | 8831                | PLASTIC BAGS - QUART ZIPLOC              | 01 1100 610 003 013 | 25.60  |
| 20200703          | 06/23/2020 | 8831                | WHITE LASER LABELS - SIZE 1"X 2 5/8" (MA | 01 1100 610 003 013 | 11.90  |
| 20200703          | 06/23/2020 | 8831                | SCISSORS - 7" ALL PURPOSE SOFT HANDLED   | 01 1100 610 003 013 | 66.00  |
| 20200703          | 06/23/2020 | 8831                | All Purpose Pencils                      | 01 1100 610 003 014 | 54.00  |
| 20200703          | 06/23/2020 | 8831                | Pencil Erasers (bar erasers)             | 01 1100 610 003 014 | 3.58   |
| 20200703          | 06/23/2020 | 8831                | Pencil Cap Erasers                       | 01 1100 610 003 014 | 5.16   |
| 20200703          | 06/23/2020 | 8831                | Dry Erase Markers                        | 01 1100 610 003 016 | 31.80  |
| 20200703          | 06/23/2020 | 8831                | Ticonderoga Yellow Pencil                | 01 1100 610 003 016 | 18.00  |
| 20200703          | 06/23/2020 | 8831                | Pencil Cap Erasers                       | 01 1100 610 003 016 | 1.29   |
| 20200703          | 06/23/2020 | 8831                | Ultra Fine Sharpies Black                | 01 1200 610 001 902 | 5.49   |
| 20200703          | 06/23/2020 | 8831                | Dry Erase Chisel Tip Assorted Colors     | 01 1200 610 001 902 | 5.18   |

**Detail Check Register**

|                      |            |                     |                                          |                     |        |
|----------------------|------------|---------------------|------------------------------------------|---------------------|--------|
| Checking Account: 01 |            | GENERAL FUND 01-101 |                                          |                     |        |
| 20200703             | 06/23/2020 | 8831                | Colored File Folders Letter Size Blue    | 01 1200 610 001 902 | 17.59  |
| 20200703             | 06/23/2020 | 8831                | Colored Hanging File Folders Letter Size | 01 1200 610 001 902 | 14.09  |
| 20200703             | 06/23/2020 | 8831                | Shears                                   | 01 1200 610 001 902 | 13.08  |
| 20200703             | 06/23/2020 | 8831                | Binder Clips                             | 01 1200 610 003 902 | 5.88   |
| 20200703             | 06/23/2020 | 8831                | Binders-Blue                             | 01 1200 610 003 902 | 18.60  |
| 20200703             | 06/23/2020 | 8831                | Dry Erase Markers - Black                | 01 2211 610 000 000 | 7.95   |
| 20200703             | 06/23/2020 | 8831                | Batteries - 9 volt                       | 01 2410 610 001 000 | 10.08  |
| 20200703             | 06/23/2020 | 8831                | Batteries - AA                           | 01 2410 610 001 000 | 12.00  |
| 20200703             | 06/23/2020 | 8831                | Batteries - AAA                          | 01 2410 610 001 000 | 12.00  |
| 20200703             | 06/23/2020 | 8831                | White Laser Labels - 1"x2 5/8" (MACO)    | 01 2410 610 001 000 | 11.90  |
| 20200703             | 06/23/2020 | 8831                | Post-It-Notes - 1 1/2 x 2                | 01 2410 610 001 000 | 5.12   |
| 20200703             | 06/23/2020 | 8831                | Post-It-Notes - 3x3                      | 01 2410 610 001 000 | 10.36  |
| 20200703             | 06/23/2020 | 8831                | Paper Clips (Regular)                    | 01 2410 610 001 000 | 5.20   |
| 20200703             | 06/23/2020 | 8831                | Binder Clips - 3/4"                      | 01 2410 610 001 000 | 9.00   |
| 20200703             | 06/23/2020 | 8831                | EZ Clips                                 | 01 2410 610 001 000 | 28.20  |
| 20200703             | 06/23/2020 | 8831                | Sheet Protectors                         | 01 2410 610 001 000 | 18.90  |
| 20200703             | 06/23/2020 | 8831                | Hi-Lighter Pens - Blue                   | 01 2410 610 001 000 | 3.09   |
| 20200703             | 06/23/2020 | 8831                | Hi-Lighter Pens - Pink                   | 01 2410 610 001 000 | 2.89   |
| 20200703             | 06/23/2020 | 8831                | Hi-Lighter Pens - Yellow                 | 01 2410 610 001 000 | 5.78   |
| 20200703             | 06/23/2020 | 8831                | All Purpose Pencils - Ticondero          | 01 2410 610 001 000 | 54.00  |
| 20200703             | 06/23/2020 | 8831                | Duct Tape                                | 01 2410 610 001 000 | 4.12   |
| 20200703             | 06/23/2020 | 8831                | Plastic Bags - Ziplock - Gallon          | 01 2410 610 001 000 | 12.80  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Fine - Black            | 01 2410 610 001 000 | 52.90  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Fine - Red              | 01 2410 610 001 000 | 21.16  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Fine - Blue             | 01 2410 610 001 000 | 21.16  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Fine - Green            | 01 2410 610 001 000 | 10.58  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Ultra Fine - Black      | 01 2410 610 001 000 | 54.90  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Ultra Fine - Red        | 01 2410 610 001 000 | 24.76  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Marker - Ultra Fine - Blue       | 01 2410 610 001 000 | 24.76  |
| 20200703             | 06/23/2020 | 8831                | Post-It Notes, 3 x 3                     | 01 2410 610 003 000 | 5.18   |
| 20200703             | 06/23/2020 | 8831                | Paper CLips Regular                      | 01 2410 610 003 000 | 2.60   |
| 20200703             | 06/23/2020 | 8831                | AAA Batteries                            | 01 2410 610 003 000 | 30.00  |
| 20200703             | 06/23/2020 | 8831                | Sharpie Fine Point Marker Black          | 01 2410 610 003 000 | 5.29   |
| 20200703             | 06/23/2020 | 8831                | BROOM                                    | 01 2610 610 001 000 | 14.97  |
| 20200703             | 06/23/2020 | 8831                | DUST PAN                                 | 01 2610 610 001 000 | 5.40   |
| 20200703             | 06/23/2020 | 8831                | DUST PAN                                 | 01 2610 610 001 000 | 18.87  |
| 20200703             | 06/23/2020 | 8831                | AEROSOL DISPENSER                        | 01 2610 610 001 000 | 77.90  |
| 20200703             | 06/23/2020 | 8831                | AEROSOL SPRAY                            | 01 2610 610 001 000 | 162.96 |
| 20200703             | 06/23/2020 | 8831                | TOILET BOWL MOP                          | 01 2610 610 001 000 | 54.00  |
| 20200703             | 06/23/2020 | 8831                | TOILET BOWL CLEANER                      | 01 2610 610 001 000 | 64.50  |
| 20200703             | 06/23/2020 | 8831                | MICROFIBER CLOTH YELLOW                  | 01 2610 610 001 000 | 15.12  |

Detail Check Register

|                             |                     |                            |                                           |                                |                               |                       |
|-----------------------------|---------------------|----------------------------|-------------------------------------------|--------------------------------|-------------------------------|-----------------------|
| <b>Checking Account: 01</b> |                     | <b>GENERAL FUND 01-101</b> |                                           |                                |                               |                       |
| 20200703                    | 06/23/2020          | 8831                       | AA BATTERIES                              | 01 2610 610 001 000            | 12.00                         |                       |
| 20200703                    | 06/23/2020          | 8831                       | Dry Erase Markers - Green                 | 01 6200 610 003 904            | 7.95                          |                       |
| 20200703                    | 06/23/2020          | 8831                       | White Board Cleaner - Towelettes          | 01 6200 610 003 904            | 5.29                          |                       |
| 20200703                    | 06/23/2020          | 8831                       | Crayola Crayons                           | 01 6200 610 003 904            | 5.04                          |                       |
| S1410878.003                | 06/11/2020          | 8831                       | SMERICAN FLAG                             | 01 2610 610 001 000            | 53.90                         |                       |
| S1410878.003                | 06/11/2020          | 8831                       | NEBRASKA FLAG                             | 01 2610 610 001 000            | 164.75                        |                       |
|                             |                     |                            |                                           |                                |                               |                       |
| Check Number: 59076         | Check Type: Check   |                            | Check Date: 07/14/2020                    | Vendor: RAPTORTECH             | RAPTOR TECHNOLOGIES           | Check Total: 1,380.00 |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                 | <u>Chart of Account Number</u> | <u>Detail Amount</u>          |                       |
| 130080                      | 06/27/2020          | 8951                       | One (1) Year Raptor 6 Annual Access Fee   | 01 1100 650 000 000            | 1,130.00                      |                       |
| 130080                      | 06/27/2020          | 8951                       | Raptor Link APE Suite (\$125 per Building | 01 1100 650 000 000            | 250.00                        |                       |
|                             |                     |                            |                                           |                                |                               |                       |
| Check Number: 59077         | Check Type: Check   |                            | Check Date: 07/14/2020                    | Vendor: ROCHESTER1             | ROCHESTER 100 INC             | Check Total: 367.75   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                 | <u>Chart of Account Number</u> | <u>Detail Amount</u>          |                       |
| inv51593                    | 06/22/2020          | 8945                       | Communication folders for all students a  | 01 2410 610 003 000            | 367.75                        |                       |
|                             |                     |                            |                                           |                                |                               |                       |
| Check Number: 59078         | Check Type: Check   |                            | Check Date: 07/14/2020                    | Vendor: SAVVASLEAR             | SAVVAS LEARNING COMPANY LLC   | Check Total: 1,281.98 |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                 | <u>Chart of Account Number</u> | <u>Detail Amount</u>          |                       |
| 4026092223                  | 06/02/2020          | 8889                       | Ready Gen Consumables                     | 01 2410 610 003 000            | 773.89                        |                       |
| 4026099770                  | 06/17/2020          | 8944                       | Ready Gen materials for 5th grade         | 01 1100 610 003 015            | 508.09                        |                       |
|                             |                     |                            |                                           |                                |                               |                       |
| Check Number: 59079         | Check Type: Check   |                            | Check Date: 07/14/2020                    | Vendor: SCHOOLSPEC             | SCHOOL SPECIALTY INC.         | Check Total: 122.62   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                 | <u>Chart of Account Number</u> | <u>Detail Amount</u>          |                       |
| 308103535993                | 06/22/2020          | 8834                       | FILE MAGAZINE                             | 01 1100 610 000 000            | 48.20                         |                       |
| 308103535993                | 06/22/2020          | 8834                       | Index Cards - 4x6 - Plain                 | 01 2410 610 001 000            | 12.80                         |                       |
| 308103535993                | 06/22/2020          | 8834                       | Elmers School Glue - 4 oz                 | 01 2410 610 001 000            | 7.32                          |                       |
| 308103535993                | 06/22/2020          | 8834                       | Class Record Books                        | 01 2410 610 003 000            | 27.30                         |                       |
| 308103535993                | 06/22/2020          | 8834                       | Lesson Plan Books                         | 01 2410 610 003 000            | 27.00                         |                       |
|                             |                     |                            |                                           |                                |                               |                       |
| Check Number: 59080         | Check Type: Check   |                            | Check Date: 07/14/2020                    | Vendor: SHIFFLEREQ             | SHIFFLER EQUIPMENT SALES, INC | Check Total: 105.97   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                 | <u>Chart of Account Number</u> | <u>Detail Amount</u>          |                       |
| 2016204300                  | 06/10/2020          | 8947                       | SNAP CAP REPLACEMENT CHAIR GLIDE CAP      | 01 2610 610 001 000            | 94.00                         |                       |
| 2016204300                  | 06/10/2020          | 8947                       | SHIPPING & HANDLING                       | 01 2610 610 001 000            | 11.97                         |                       |
|                             |                     |                            |                                           |                                |                               |                       |
| Check Number: 59081         | Check Type: Check   |                            | Check Date: 07/14/2020                    | Vendor: STERLINGCO             | STERLING COMPUTERS CORP       | Check Total: 1,748.22 |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                 | <u>Chart of Account Number</u> | <u>Detail Amount</u>          |                       |
| 0074550                     | 06/09/2020          | 8908                       | 10GE SFP+ Passive Direct Attach Cable, 1  | 01 2230 650 000 000            | 342.00                        |                       |
| 0074550                     | 06/09/2020          | 8908                       | 10GE SFP+ transceiver module, short rang  | 01 2230 650 000 000            | 520.00                        |                       |
| 0074550                     | 06/09/2020          | 8908                       | 1GE SFP RJ45 transceiver module for Fort  | 01 2230 650 000 000            | 328.00                        |                       |
| 0074550                     | 06/09/2020          | 8908                       | 1GE SFP SX transceiver module for all sy  | 01 2230 650 000 000            | 138.00                        |                       |
| 0075316                     | 06/24/2020          | 8908                       | 30-METER, 10GB, DUPLEX, OM3 MULTIMODE 50  | 01 2230 650 000 000            | 23.33                         |                       |
| 0075316                     | 06/24/2020          | 8908                       | 60-METER, 10GB, DUPLEX, OM3 MULTIMODE 50  | 01 2230 650 000 000            | 82.22                         |                       |
| 0075316                     | 06/24/2020          | 8908                       | 100-METER, 10GB, DUPLEX, OM3 MULTIMODE 5  | 01 2230 650 000 000            | 66.67                         |                       |
| 0075492                     | 06/26/2020          | 8961                       | 40GE QSFP+ Passive Direct Attach Cable    | 01 2230 733 000 000            | 144.00                        |                       |

Detail Check Register

|                             |                     |                            |                                          |                                  |                      |          |
|-----------------------------|---------------------|----------------------------|------------------------------------------|----------------------------------|----------------------|----------|
| <b>Checking Account: 01</b> |                     | <b>GENERAL FUND 01-101</b> |                                          |                                  |                      |          |
| 0075492                     | 06/26/2020          | 8961                       | 10GE SFP+ transceiver module, short rang | 01 2230 733 000 000              | 104.00               |          |
| Check Number: 59082         | Check Type: Check   | Check Date: 07/14/2020     | Vendor: STUDENTASS                       | STUDENT ASSURANCE SERVICES, INC. | Check Total:         | 675.00   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u>   | <u>Detail Amount</u> |          |
| 2020-2021 POLICY            | 06/27/2020          |                            | 2020-2021 STUDENT INSURANCE              | 01 2290 890 001 000              | 675.00               |          |
| Check Number: 59083         | Check Type: Check   | Check Date: 07/14/2020     | Vendor: VERIZON                          | VERIZON WIRELESS                 | Check Total:         | 325.32   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u>   | <u>Detail Amount</u> |          |
| 9857059510                  | 06/20/2020          |                            | CELL PHONE SERVICE                       | 01 2510 530 000 000              | 325.32               |          |
| Check Number: 59084         | Check Type: Check   | Check Date: 07/14/2020     | Vendor: VIRCOINC                         | VIRCO INC                        | Check Total:         | 370.25   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u>   | <u>Detail Amount</u> |          |
| 91918350                    | 05/29/2020          | 8839                       | black floor rocker chair                 | 01 1200 610 003 902              | 71.53                |          |
| 91918350                    | 05/29/2020          | 8839                       | RED STACKING CHAIRS                      | 01 2620 733 001 000              | 298.72               |          |
| Check Number: 59085         | Check Type: Check   | Check Date: 07/14/2020     | Vendor: WESTERNNEO                       | WESTERN NEBRASKA OBSERVER        | Check Total:         | 552.11   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u>   | <u>Detail Amount</u> |          |
| 68838                       | 06/25/2020          |                            | LEGAL NOTICE - MINUTES                   | 01 2310 540 000 000              | 107.05               |          |
| 68843                       | 06/25/2020          |                            | LEGAL NOTICE - MINUTES                   | 01 2310 540 000 000              | 115.48               |          |
| 68870                       | 06/18/2020          |                            | LEGAL NOTICE - MINUTES                   | 01 2310 540 000 000              | 96.50                |          |
| 68871                       | 06/18/2020          |                            | LEGAL NOTICE - MINUTES                   | 01 2310 540 000 000              | 146.60               |          |
| 68875                       | 06/18/2020          |                            | LEGAL NOTICE - MINUTES                   | 01 2310 540 000 000              | 86.48                |          |
| Check Number: 59086         | Check Type: Check   | Check Date: 07/14/2020     | Vendor: SHIFFLEREQ                       | SHIFFLER EQUIPMENT SALES, INC    | Check Total:         | 152.00   |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u>   | <u>Detail Amount</u> |          |
| 2015502701                  | 06/16/2020          |                            | Snap-on Floor Savers                     | 01 2610 610 000 000              | 152.00               |          |
| Check Number: 59087         | Check Type: Check   | Check Date: 07/13/2020     | Vendor: CITYOFKIMB                       | CITY OF KIMBALL                  | Check Total:         | 6,778.87 |
| <u>Invoice Number</u>       | <u>Invoice Date</u> | <u>PO Number</u>           | <u>Detail Description</u>                | <u>Chart of Account Number</u>   | <u>Detail Amount</u> |          |
| 2020-06 STMT                | 06/25/2020          |                            | HS WATER &SEWER & LANDFILL               | 01 2610 410 001 000              | 1,273.84             |          |
| 2020-06 STMT                | 06/25/2020          |                            | ML WATER & SEWER & LANDFILL              | 01 2610 410 003 000              | 591.23               |          |
| 2020-06 STMT                | 06/25/2020          |                            | HS ELECTRICITY                           | 01 2610 622 001 000              | 3,950.17             |          |
| 2020-06 STMT                | 06/25/2020          |                            | ML ELECTRICITY                           | 01 2610 622 003 000              | 963.63               |          |

\*Denotes Expensed Invoice Item

Checking Account ID: 01

Total without Voids: 81,468.81

Detail Check Register

Checking Account: 02

DEPRECIATION FUND 02-101

Check Number: 1216      Check Type: Check      Check Date: 06/05/2020      Vendor: STERLINGCO      STERLING COMPUTERS CORP      Check Total: 12,649.52

| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u> | <u>Detail Description</u>                | <u>Chart of Account Number</u> | <u>Detail Amount</u> |
|-----------------------|---------------------|------------------|------------------------------------------|--------------------------------|----------------------|
| 0074253               | 06/02/2020          | 8901             | L2 POE+ Switch - 48 x GE RJ45 ports, 4 x | 02 2900 733 000 000            | 26,000.00            |
| 0074253               | 06/02/2020          | 8901             | FortiSwitch-524D-FPOE, Layer 2/3 FortiGa | 02 2900 733 000 000            | 12,450.00            |
| 0074253               | 06/02/2020          | 8901             | AC power supply for FS-548D-FPOE. Additi | 02 2900 733 000 000            | 5,830.00             |
| 0074253               | 06/02/2020          | 8901             | AC power supply for FS-524D-FPOE. Additi | 02 2900 733 000 000            | 2,910.00             |
| 0074253               | 06/02/2020          | 8901             | E-RATE FCDL DISCOUNT, FRN: 2099006563    | 02 2900 733 000 000            | (34,540.48)          |

Check Number: 1218      Check Type: Check      Check Date: 07/14/2020      Vendor: BORDERSTAT      BORDER STATES INDUSTRIES      Check Total: 226.14

| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u> | <u>Detail Description</u>           | <u>Chart of Account Number</u> | <u>Detail Amount</u> |
|-----------------------|---------------------|------------------|-------------------------------------|--------------------------------|----------------------|
| 920094568             | 06/05/2020          | 8812             | High bay light fixtures for ag shop | 02 2900 733 000 000            | 226.14               |

Check Number: 1219      Check Type: Check      Check Date: 07/14/2020      Vendor: FISHERROOF      FISHER ROOFING      Check Total: 7,961.00

| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u> | <u>Detail Description</u>               | <u>Chart of Account Number</u> | <u>Detail Amount</u> |
|-----------------------|---------------------|------------------|-----------------------------------------|--------------------------------|----------------------|
| 3812                  | 06/16/2020          | 8811             | Repair perimeter edge, install modified | 02 2900 610 000 000            | 7,961.00             |

\*Denotes Expensed Invoice Item

Checking Account ID: 02

Total without Voids: 20,836.66

**Detail Check Register**

**Checking Account: 06**

**SCHOOL NUTRITUION FUND 06-101**

|                       |                     |                        |                           |                                 |                      |           |
|-----------------------|---------------------|------------------------|---------------------------|---------------------------------|----------------------|-----------|
| Check Number: 5809    | Check Type: Check   | Check Date: 06/10/2020 | Vendor: CARDSERVI         | CARD SERVICES                   | Check Total:         | 105.79    |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u> | <u>Chart of Account Number</u>  | <u>Detail Amount</u> |           |
| 6745859               | 05/14/2020          | 8893                   | Unflavored gelatine       | 06 3100 630 000 000             | 105.79               |           |
| Check Number: 5810    | Check Type: Check   | Check Date: 07/14/2020 | Vendor: CASHWADIST        | CASH-WA DISTRIBUTING            | Check Total:         | 12,434.79 |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u> | <u>Chart of Account Number</u>  | <u>Detail Amount</u> |           |
| 12495376              | 06/04/2020          |                        | FOOD                      | 06 3100 630 001 000             | 1,935.07             |           |
| 12503388              | 06/11/2020          |                        | FOOD                      | 06 3100 630 001 000             | 2,160.42             |           |
| 12507037              | 06/15/2020          |                        | FOOD                      | 06 3100 630 001 000             | 280.04               |           |
| 12511692              | 06/18/2020          |                        | FOOD                      | 06 3100 630 001 000             | 1,861.23             |           |
| 12519910              | 06/25/2020          |                        | FOOD                      | 06 3100 630 001 000             | 1,942.67             |           |
| 12528589              | 07/02/2020          |                        | FOOD                      | 06 3100 630 001 000             | 4,255.36             |           |
| Check Number: 5811    | Check Type: Check   | Check Date: 07/14/2020 | Vendor: HILANDDAIR        | HILAND DAIRY FOODS COMPANY, LLC | Check Total:         | 2,469.19  |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u> | <u>Chart of Account Number</u>  | <u>Detail Amount</u> |           |
| 1719449               | 06/02/2020          |                        | FOOD                      | 06 3100 630 001 000             | 395.07               |           |
| 1719486               | 06/05/2020          |                        | FOOD                      | 06 3100 630 001 000             | 91.17                |           |
| 1719517               | 06/09/2020          |                        | FOOD                      | 06 3100 630 001 000             | 455.85               |           |
| 1719585               | 06/16/2020          |                        | FOOD                      | 06 3100 630 001 000             | 493.84               |           |
| 1719627               | 06/19/2020          |                        | FOOD                      | 06 3100 630 001 000             | 91.17                |           |
| 1719664               | 06/23/2020          |                        | FOOD                      | 06 3100 630 001 000             | 455.85               |           |
| 1719737               | 06/27/2020          |                        | FOOD                      | 06 3100 630 001 000             | 486.24               |           |
| Check Number: 5812    | Check Type: Check   | Check Date: 07/14/2020 | Vendor: USFOODSGRA        | US FOODS - GRAND ISLAND         | Check Total:         | 860.54    |
| <u>Invoice Number</u> | <u>Invoice Date</u> | <u>PO Number</u>       | <u>Detail Description</u> | <u>Chart of Account Number</u>  | <u>Detail Amount</u> |           |
| 5201846               | 06/18/2020          |                        | FOOD                      | 06 3100 630 000 000             | 860.54               |           |

\*Denotes Expensed Invoice Item

Checking Account ID: 06

Total without Voids: 15,870.31

Check Register by Checking Account

Checking Account ID: 01

Check Type: Check

| Check Number            | Check Date | Cleared | Void | Void Date   | Entity ID  | Entity Name                             | Amount                         |
|-------------------------|------------|---------|------|-------------|------------|-----------------------------------------|--------------------------------|
| 59041                   | 06/05/2020 |         |      |             | GRANITETEL | GRANITE TELECOMMUNICATIONS              | 291.50                         |
| 59042                   | 06/10/2020 |         |      |             | CARDSERVI  | CARD SERVICES                           | 3,557.57                       |
| 59043                   | 06/17/2020 |         |      |             | MOHAWKFACT | MOHAWK FACTORING                        | 1,472.49                       |
| 59044                   | 07/14/2020 |         |      |             | ACCOBRANDS | ACCO BRANDS USA LLC                     | 208.17                         |
| 59045                   | 07/14/2020 |         |      |             | AGPARTSED  | AG PARTS EDUCATION                      | 50.85                          |
| 59046                   | 07/14/2020 |         |      |             | ANDERSONT  | Trevor Anderson                         | 1,009.73                       |
| 59047                   | 07/14/2020 |         |      |             | ATCGROUP   | ATC GROUP SERVICES, LLC                 | 975.00                         |
| 59048                   | 07/14/2020 |         |      |             | BLACKHILLS | BLACK HILLS ENERGY                      | 1,044.03                       |
| 59049                   | 07/14/2020 |         |      |             | CAPITALBUS | CAPITAL BUSINESS SYSTEMS, INC.          | 959.83                         |
| 59050                   | 07/14/2020 |         |      |             | CENGAGELEA | CENGAGE LEARNING                        | 5,072.10                       |
| 59051                   | 07/14/2020 |         |      |             | CENTURYLIN | CENTURY LINK                            | 274.74                         |
| 59052                   | 07/14/2020 |         |      |             | CEV        | CEV Multimedia, LTD                     | 850.00                         |
| 59053                   | 07/14/2020 |         |      |             | CTBMACMILL | CTB/MACMILLIAN McGRAW HILL              | 298.89                         |
| 59054                   | 07/14/2020 |         |      |             | CULLIGAN   | CULLIGAN                                | 69.95                          |
| 59055                   | 07/14/2020 |         |      |             | DASSTATEAC | DAS STATE ACCOUNTING - CENTRAL FINANCE  | 229.32                         |
| 59056                   | 07/14/2020 |         |      |             | DELLMARKET | DELL MARKETING L.P.                     | 482.90                         |
| 59057                   | 07/14/2020 |         |      |             | ESU13      | ESU #13                                 | 27,144.91                      |
| 59058                   | 07/14/2020 |         |      |             | ESUCOORDIN | ESU COORDINATING COUNCIL                | 330.00                         |
| 59059                   | 07/14/2020 |         |      |             | FRANKPARTS | FRANK PARTS COMPANY                     | 59.28                          |
| 59060                   | 07/14/2020 |         |      |             | GRANITETEL | GRANITE TELECOMMUNICATIONS              | 306.54                         |
| 59061                   | 07/14/2020 |         |      |             | GPACINC    | GREAT PLAINS ASBESTOS CONTROL, INC      | 5,900.00                       |
| 59062                   | 07/14/2020 |         |      |             | HERFFJONES | HERFF JONES, LLC                        | 8.96                           |
| 59063                   | 07/14/2020 |         |      |             | HOMETOWNH  | HOMETOWN HARDWARE                       | 395.23                         |
| 59064                   | 07/14/2020 |         |      |             | BLUFFSFACI | IDEAL/BLUFFS FACILITY SOLUTIONS         | 305.98                         |
| 59065                   | 07/14/2020 |         |      |             | INNOVATIVO | INNOVATIVE OFFICE SOLUTIONS LLC         | 2,650.10                       |
| 59066                   | 07/14/2020 |         |      |             | INSIGHTPUB | INSIGHT PUBLIC SECTOR, INC.             | 593.21                         |
| 59067                   | 07/14/2020 |         |      |             | JOSTENS    | JOSTENS                                 | 62.51                          |
| 59068                   | 07/14/2020 |         |      |             | KIMBALLAUT | KIMBALL AUTO PARTS CO                   | 51.04                          |
| 59069                   | 07/14/2020 |         |      |             | MASCOTJUNC | MASCOT JUNCTION INC.                    | 389.00                         |
| 59070                   | 07/14/2020 |         |      |             | MIDWESTTEC | MIDWEST TECHNOLOGY PRODUCTS             | 848.54                         |
| 59071                   | 07/14/2020 |         |      |             | NEASSOSCHO | NEBRASKA ASSOCIATION OF SCHOOL BOARDS   | 75.00                          |
| 59072                   | 07/14/2020 |         |      |             | NESAFETYAN | NEBRASKA SAFETY AND FIRE EQUIPMENT, INC | 2,788.00                       |
| 59073                   | 07/14/2020 |         |      |             | NORTHWESTE | NORTHWEST EVALUATION ASSOCIATION        | 625.00                         |
| 59074                   | 07/14/2020 |         |      |             | PREMIERLAN | PREMIER LAND MANAGEMENT SERVICES, LLC   | 5,715.00                       |
| 59075                   | 07/14/2020 |         |      |             | PYRAMIDSCH | PYRAMID SCHOOL PRODUCTS                 | 2,513.35                       |
| 59076                   | 07/14/2020 |         |      |             | RAPTORTECH | RAPTOR TECHNOLOGIES                     | 1,380.00                       |
| 59077                   | 07/14/2020 |         |      |             | ROCHESTER1 | ROCHESTER 100 INC                       | 367.75                         |
| 59078                   | 07/14/2020 |         |      |             | SAVVASLEAR | SAVVAS LEARNING COMPANY LLC             | 1,281.98                       |
| 59079                   | 07/14/2020 |         |      |             | SCHOOLSPEC | SCHOOL SPECIALTY INC.                   | 122.62                         |
| 59080                   | 07/14/2020 |         |      |             | SHIFFLEREQ | SHIFFLER EQUIPMENT SALES, INC           | 105.97                         |
| 59081                   | 07/14/2020 |         |      |             | STERLINGCO | STERLING COMPUTERS CORP                 | 1,748.22                       |
| 59082                   | 07/14/2020 |         |      |             | STUDENTASS | STUDENT ASSURANCE SERVICES, INC.        | 675.00                         |
| 59083                   | 07/14/2020 |         |      |             | VERIZON    | VERIZON WIRELESS                        | 325.32                         |
| 59084                   | 07/14/2020 |         |      |             | VIRCOINC   | VIRCO INC                               | 370.25                         |
| 59085                   | 07/14/2020 |         |      |             | WESTERNNEO | WESTERN NEBRASKA OBSERVER               | 552.11                         |
| 59086                   | 07/14/2020 |         |      |             | SHIFFLEREQ | SHIFFLER EQUIPMENT SALES, INC           | 152.00                         |
| 59087                   | 07/13/2020 |         |      |             | CITYOFKIMB | CITY OF KIMBALL                         | 6,778.87                       |
| Check Type Total:       |            | Check   |      | Void Total: |            | 0.00                                    | Total without Voids: 81,468.81 |
| Checking Account Total: |            | 01      |      | Void Total: |            | 0.00                                    | Total without Voids: 81,468.81 |

Checking Account ID: 02

Check Type: Check

| Check Number | Check Date | Cleared | Void | Void Date | Entity ID  | Entity Name              | Amount    |
|--------------|------------|---------|------|-----------|------------|--------------------------|-----------|
| 1216         | 06/05/2020 |         |      |           | STERLINGCO | STERLING COMPUTERS CORP  | 12,649.52 |
| 1218         | 07/14/2020 |         |      |           | BORDERSTAT | BORDER STATES INDUSTRIES | 226.14    |
| 1219         | 07/14/2020 |         |      |           | FISHERROOF | FISHER ROOFING           | 7,961.00  |

**Check Register by Checking Account**

**Checking Account ID: 02**

**Check Type: Check**

| <u>Check Number</u>     | <u>Check Date</u> | <u>Cleared</u> | <u>Void</u> | <u>Void Date</u> | <u>Entity ID</u> | <u>Entity Name</u> | <u>Amount</u>                  |
|-------------------------|-------------------|----------------|-------------|------------------|------------------|--------------------|--------------------------------|
| Check Type Total:       |                   | Check          |             | Void Total:      |                  | 0.00               | Total without Voids: 20,836.66 |
| Checking Account Total: |                   | 02             |             | Void Total:      |                  | 0.00               | Total without Voids: 20,836.66 |

**Checking Account ID: 06**

**Check Type: Check**

| <u>Check Number</u>     | <u>Check Date</u> | <u>Cleared</u> | <u>Void</u> | <u>Void Date</u> | <u>Entity ID</u> | <u>Entity Name</u>              | <u>Amount</u>                   |
|-------------------------|-------------------|----------------|-------------|------------------|------------------|---------------------------------|---------------------------------|
| 5809                    | 06/10/2020        |                |             |                  | CARDSERVI        | CARD SERVICES                   | 105.79                          |
| 5810                    | 07/14/2020        |                |             |                  | CASHWADIST       | CASH-WA DISTRIBUTING            | 12,434.79                       |
| 5811                    | 07/14/2020        |                |             |                  | HILANDDAIR       | HILAND DAIRY FOODS COMPANY, LLC | 2,469.19                        |
| 5812                    | 07/14/2020        |                |             |                  | USFOODSGRA       | US FOODS - GRAND ISLAND         | 860.54                          |
| Check Type Total:       |                   | Check          |             | Void Total:      |                  | 0.00                            | Total without Voids: 15,870.31  |
| Checking Account Total: |                   | 06             |             | Void Total:      |                  | 0.00                            | Total without Voids: 15,870.31  |
| Grand Total:            |                   |                |             | Void Total:      |                  | 0.00                            | Total without Voids: 118,175.78 |



## KIMBALL PUBLIC SCHOOLS

Administration Offices  
901 South Nadine Street  
Kimball, NE 69145

Mr. Trevor Anderson, Superintendent  
Business Manager

(308) 235-2188  
Fax (308) 235-3269

July 13, 2020

| Treasurer's report is as follows:        |               | 2020         | 2019         |
|------------------------------------------|---------------|--------------|--------------|
| Amount received from County Treasurer    |               | 88,425.87    | 104,921.39   |
| Bank Balance                             | June 30, 2020 | 87,805.81    | 85,863.84    |
| Savings Accounts (Depr/Building/General) | June 30, 2020 | 2,577,697.14 | 2,165,914.69 |
| Total Available Funds                    |               | 2,753,928.82 | 2,356,699.92 |
| Payroll Gross                            |               | 281,676.78   | 318,237.07   |
| Amount of Bills                          |               | 81,468.81    | 68,689.75    |
| Blue Cross Blue Shield/HSA Pmt/UNUM Life |               | 70,966.64    | 76,578.81    |
| Nebraska School Retirement               |               | 28,374.55    | 31,967.40    |
| FirstTier Bank (FICA)                    |               | 21,666.03    | 23,985.43    |
| Total Amount of Expenses                 |               | 484,152.81   | 519,458.46   |
| Balance Remaining after Expenses         |               | 2,269,776.01 | 1,837,241.46 |

**BOARD BUDGET REPORT OF REVENUES**

| Acct #  | Acct Description                         | Current Mo | YTD          | Budget       | % of Budget | Prev Yr Mo | Prev YTD     | Prev Budget  | Prev % of Budget |
|---------|------------------------------------------|------------|--------------|--------------|-------------|------------|--------------|--------------|------------------|
| 01      | GENERAL FUND                             |            |              |              |             |            |              |              |                  |
| 01 1100 | PROPERTY TAXES                           | 268,213.98 | 5,266,888.19 | 5,868,977.73 | 89.74       | 274,787.96 | 5,206,077.30 | 5,791,209.62 | 89.90            |
| 01 1115 | CARLINE TAXES                            | 0.00       | 26,089.69    | 35,000.00    | 74.54       | 0.00       | 38,430.18    | 35,000.00    | 109.80           |
| 01 1125 | MOTOR VEHICLE TAXES                      | 19,403.47  | 170,679.88   | 250,000.00   | 68.27       | 19,927.54  | 208,055.64   | 240,000.00   | 86.69            |
| 01 1140 | PROP TAX PENALTIES & INTEREST            | 1,684.18   | 25,411.34    | 20,000.00    | 127.06      | 253.67     | 20,435.34    | 0.00         | 0.00             |
| 01 1311 | DRIVER EDUCATION FEES                    | 0.00       | (1,350.00)   | 2,500.00     | (54.00)     | 0.00       | 2,700.00     | 2,500.00     | 108.00           |
| 01 1510 | INTEREST                                 | 1,008.92   | 4,989.66     | 7,500.00     | 66.53       | 928.20     | 6,442.58     | 12,000.00    | 53.69            |
| 01 1911 | LOCAL LICENSE FEES AND COURT FINES       | 0.00       | 7,045.38     | 2,500.00     | 281.82      | 0.00       | 2,280.00     | 2,750.00     | 82.91            |
| 01 1921 | POLICE COURT FINES                       | 0.00       | 918.50       | 1,500.00     | 61.23       | 700.00     | 2,629.00     | 0.00         | 0.00             |
| 01 1951 | MISC REVENUE OTHER SCHOOL DIST           | 409.57     | 7,259.57     | 0.00         | 0.00        | 0.00       | 13,525.00    | 0.00         | 0.00             |
| 01 1960 | ABSORB UNUSED BUDGET AUTHORITY           | 0.00       | 0.00         | 322,014.41   | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 01 1990 | OTHER LOCAL REVENUE                      | 0.00       | 305.90       | 1,000.00     | 30.59       | 0.00       | 826.63       | 5,000.00     | 16.53            |
| 01 2110 | COUNTY FINES & LICENSE FEES              | 4,401.43   | 45,587.19    | 50,000.00    | 91.17       | 5,971.46   | 45,558.21    | 50,000.00    | 91.12            |
| 01 3110 | STATE AID EDUCATION                      | 4,554.00   | 36,488.38    | 45,540.00    | 80.12       | 4,213.00   | 42,094.00    | 42,094.00    | 100.00           |
| 01 3120 | STATE AID - SPED                         | 41,693.00  | 249,609.00   | 250,000.00   | 99.84       | 47,609.00  | 216,857.00   | 275,000.00   | 78.86            |
| 01 3125 | SPED SCHOOL AGE TRANSPORTATION           | 0.00       | 0.00         | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 01 3130 | HOMESTEAD ALLOCATION                     | 14,356.39  | 42,747.83    | 0.00         | 0.00        | 14,856.80  | 59,427.20    | 0.00         | 0.00             |
| 01 3131 | PROPERTY TAX CREDIT                      | 0.00       | 172,314.99   | 0.00         | 0.00        | 0.00       | 273,067.34   | 0.00         | 0.00             |
| 01 3132 | PROP TAX CREDIT-RAILROADS/PUBLIC SERVICE | 0.00       | 0.00         | 0.00         | 0.00        | 0.00       | 40,200.43    | 0.00         | 0.00             |
| 01 3133 | NAMEPLATE CAPACITY TAX                   | 0.00       | 63,581.38    | 0.00         | 0.00        | 0.00       | 30,720.60    | 0.00         | 0.00             |
| 01 3180 | PRO RATA MOTOR VEHICLE                   | 0.00       | 9,169.92     | 10,000.00    | 91.70       | 0.00       | 8,316.24     | 10,000.00    | 83.16            |
| 01 3400 | STATE APPORTIONMENT                      | 0.00       | 51,756.41    | 50,000.00    | 103.51      | 0.00       | 48,228.44    | 65,000.00    | 74.20            |
| 01 3512 | DISTRICT ED INCENTIVE                    | 0.00       | 5,071.14     | 4,564.00     | 111.11      | 0.00       | 6,469.29     | 5,000.00     | 129.39           |
| 01 3535 | HIGH ABILITY LEARNERS                    | 0.00       | 4,618.00     | 4,000.00     | 115.45      | 0.00       | 4,242.00     | 5,000.00     | 84.84            |
| 01 3990 | OTHER STATE RECEIPTS                     | 0.00       | 551.57       | 0.00         | 0.00        | 0.00       | 1,615.32     | 0.00         | 0.00             |
| 01 4105 | UNIVERSAL SERVICE FUND (E-RATE)          | 0.00       | 0.00         | 0.00         | 0.00        | 0.00       | 0.00         | 5,000.00     | 0.00             |
| 01 4310 | REAP - US DEPT OF ED                     | 0.00       | 42,805.00    | 40,000.00    | 107.01      | 0.00       | 42,101.67    | 40,000.00    | 105.25           |
| 01 4505 | TITLE I                                  | 0.00       | 89,413.00    | 85,000.00    | 105.19      | 0.00       | 85,878.00    | 88,000.00    | 97.59            |
| 01 4506 | TITLE I ACCOUNTABILITY                   | 0.00       | 0.00         | 5,000.00     | 0.00        | 0.00       | 5,242.00     | 0.00         | 0.00             |
| 01 4509 | TITLE II, PART A                         | 0.00       | 18,263.00    | 15,000.00    | 121.75      | 0.00       | 15,523.00    | 15,000.00    | 103.49           |
| 01 4512 | IDEA PART B BASE ALLOCATION              | 0.00       | 0.00         | 50,000.00    | 0.00        | 0.00       | 53,049.00    | 50,000.00    | 106.10           |
| 01 4516 | IDEA BASE 3-5                            | 0.00       | 5,805.00     | 5,000.00     | 116.10      | 0.00       | 5,752.00     | 5,000.00     | 115.04           |
| 01 4519 | IDEA PART B                              | 0.00       | 0.00         | 60,000.00    | 0.00        | 0.00       | 65,282.00    | 70,000.00    | 93.26            |
| 01 4521 | IDEA PART B PROPORTIONATE SHARE          | 0.00       | 0.00         | 1,500.00     | 0.00        | 0.00       | 0.00         | 1,500.00     | 0.00             |
| 01 4530 | PBIS - OTHER FEDERAL REVENUES            | 0.00       | 0.00         | 20,000.00    | 0.00        | 0.00       | 5,950.00     | 25,000.00    | 23.80            |
| 01 4531 | AFTERSCHOOL-TITLE IV, PART B             | 0.00       | 0.00         | 60,500.00    | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 01 4708 | MEDICAID RECEIPTS/M.I.P.S                | 0.00       | 6,846.93     | 490.00       | 1,397.33    | 1,513.95   | 1,513.95     | 2,000.00     | 75.70            |
| 01 4709 | MECCA TECH MONIES                        | 6,906.33   | 16,440.63    | 10,000.00    | 164.41      | 3,146.87   | 11,629.41    | 5,000.00     | 232.59           |
| 01 9000 | Non Program Receipts                     | 0.00       | 1,581.08     | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
|         |                                          | 362,631.27 | 6,370,888.56 | 7,277,586.14 | 87.54       | 373,908.45 | 6,570,118.77 | 6,847,053.62 | 95.96            |
| 01      | GENERAL FUND                             | 362,631.27 | 6,370,888.56 | 7,277,586.14 | 87.54       | 373,908.45 | 6,570,118.77 | 6,847,053.62 | 95.96            |
| 02      | DEPRECIATION FUND                        |            |              |              |             |            |              |              |                  |
| 02 1510 | INTEREST ON LOCAL REV RECEIPTS           | 203.16     | 1,931.23     | 5,000.00     | 38.62       | 366.21     | 4,099.30     | 6,000.00     | 68.32            |
| 02 5200 | TRANSFERS FROM OTHER FUNDS               | 0.00       | 0.00         | 200,000.00   | 0.00        | 0.00       | 0.00         | 200,000.00   | 0.00             |
|         |                                          | 203.16     | 1,931.23     | 205,000.00   | 0.94        | 366.21     | 4,099.30     | 206,000.00   | 1.99             |
| 02      | DEPRECIATION FUND                        | 203.16     | 1,931.23     | 205,000.00   | 0.94        | 366.21     | 4,099.30     | 206,000.00   | 1.99             |
| 06      | SCHOOL NUTRITION                         |            |              |              |             |            |              |              |                  |
| 06 1611 | STUDENT LUNCHES                          | 288.46     | 40,104.68    | 75,000.00    | 53.47       | 1,727.46   | 68,512.31    | 100,000.00   | 68.51            |
| 06 1612 | STUDENT BREAKFASTS                       | 0.00       | 4,191.95     | 8,000.00     | 52.40       | 0.00       | 8,542.90     | 0.00         | 0.00             |
| 06 1613 | SPECIAL MILK PROGRAM                     | 0.00       | 122.70       | 500.00       | 24.54       | 0.00       | 211.30       | 0.00         | 0.00             |
| 06 1620 | FOOD PROGRAM ADULT RECEIPTS              | 0.00       | 21,623.30    | 35,000.00    | 61.78       | 547.50     | 37,286.65    | 10,000.00    | 372.87           |
| 06 1990 | OTHER LOCAL RECEIPTS                     | 0.00       | 0.00         | 1,000.00     | 0.00        | 0.00       | 0.00         | 5,000.00     | 0.00             |
| 06 3150 | SCHOOL LUNCH-STATE SHARE                 | 46,754.71  | 116,471.37   | 150,000.00   | 77.65       | 11,110.43  | 128,643.35   | 150,000.00   | 85.76            |
| 06 4210 | SCHOOL LUNCH (FED ONLY)                  | 0.00       | 0.00         | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 06 5200 | TRANSFERS FROM OTHER FUNDS               | 0.00       | 45,000.00    | 88,433.64    | 50.89       | 0.00       | 25,000.00    | 88,460.00    | 28.26            |
|         |                                          | 47,043.17  | 227,514.00   | 357,933.64   | 63.56       | 13,385.39  | 268,196.51   | 353,460.00   | 75.88            |
| 06      | SCHOOL NUTRITION                         | 47,043.17  | 227,514.00   | 357,933.64   | 63.56       | 13,385.39  | 268,196.51   | 353,460.00   | 75.88            |

**BOARD BUDGET REPORT OF REVENUES**

| Acct #       | Acct Description                         | Current Mo        | YTD                 | Budget              | % of Budget  | Prev Yr Mo        | Prev YTD            | Prev Budget         | Prev % of Budget |
|--------------|------------------------------------------|-------------------|---------------------|---------------------|--------------|-------------------|---------------------|---------------------|------------------|
| 08           | SPECIAL BUILDING FUND                    |                   |                     |                     |              |                   |                     |                     |                  |
| 08 1100      | PROPERTY TAXES                           | 6,783.94          | 133,538.98          | 148,500.00          | 89.93        | 7,043.17          | 133,975.59          | 148,500.00          | 90.22            |
| 08 1115      | CARLINE TAXES                            | 0.00              | 661.73              | 900.00              | 73.53        | 0.00              | 987.67              | 900.00              | 109.74           |
| 08 1140      | PROP TAXES PENALTIES & INTEREST          | 41.75             | 652.84              | 500.00              | 130.57       | 6.41              | 523.56              | 0.00                | 0.00             |
| 08 1510      | INTEREST ON LOCAL REV RECEIPTS           | 320.80            | 2,738.03            | 5,000.00            | 54.76        | 469.93            | 4,571.00            | 4,000.00            | 114.28           |
| 08 1920      | CONTRIBUTIONS/DONATIONS PRIVATE          | 0.00              | 2,500.00            | 0.00                | 0.00         | 0.00              | 0.00                | 0.00                | 0.00             |
| 08 3130      | HOMESTEAD ALLOCATION                     | 363.27            | 1,081.68            | 0.00                | 0.00         | 3.71              | 14.84               | 0.00                | 0.00             |
| 08 3131      | PROPERTY TAX CREDIT                      | 0.00              | 4,360.01            | 0.00                | 0.00         | 0.00              | 7,002.01            | 0.00                | 0.00             |
| 08 3132      | PROP TAX CREDIT-RAILROADS/PUBLIC SERVICE | 0.00              | 0.00                | 0.00                | 0.00         | 0.00              | 1,030.81            | 0.00                | 0.00             |
| 08 3133      | NAMEPLATE CAPACITY TAX                   | 0.00              | 1,608.77            | 0.00                | 0.00         | 0.00              | 787.74              | 0.00                | 0.00             |
| 08 3180      | PRO-RATA MOTOR VEHICLE                   | 0.00              | 232.94              | 250.00              | 93.18        | 0.00              | 214.24              | 250.00              | 85.70            |
|              |                                          | <u>7,509.76</u>   | <u>147,374.98</u>   | <u>155,150.00</u>   | <u>94.99</u> | <u>7,523.22</u>   | <u>149,107.46</u>   | <u>153,650.00</u>   | <u>97.04</u>     |
| 08           | SPECIAL BUILDING FUND                    | <u>7,509.76</u>   | <u>147,374.98</u>   | <u>155,150.00</u>   | <u>94.99</u> | <u>7,523.22</u>   | <u>149,107.46</u>   | <u>153,650.00</u>   | <u>97.04</u>     |
| Grand Total: |                                          | <u>417,387.36</u> | <u>6,747,708.77</u> | <u>7,995,669.78</u> | <u>84.39</u> | <u>395,183.27</u> | <u>6,991,522.04</u> | <u>7,560,163.62</u> | <u>92.48</u>     |

BOARD BUDGET REPORT OF EXPENSES

| Object # |                                          | Current Mo | YTD          | Budget       | % of Budget | Prev Yr Mo | Prev YTD     | Prev Budget  | Prev % of Budget |
|----------|------------------------------------------|------------|--------------|--------------|-------------|------------|--------------|--------------|------------------|
| 01       | GENERAL FUND                             |            |              |              |             |            |              |              |                  |
| 000      | AMT ABSORB UNUSED BUDGET AUTH            | 0.00       | 0.00         | 1,676,535.72 | 0.00        | 0.00       | 0.00         | 1,134,012.82 | 0.00             |
| 105      | EXECUTIVE ADMINISTRATION SALARIES        | 22,623.05  | 127,623.08   | 156,000.00   | 81.81       | 11,666.63  | 116,666.66   | 156,000.00   | 74.79            |
| 110      | SALARIES NON-INSTRUCTIONAL               | 31,366.71  | 354,284.78   | 438,000.00   | 80.89       | 34,160.18  | 349,484.99   | 472,500.00   | 73.97            |
| 111      | SALARIES TEACHERS/PROF STAFF             | 211,705.36 | 2,089,846.41 | 2,542,570.00 | 82.19       | 247,608.85 | 2,489,544.46 | 3,047,300.00 | 81.70            |
| 112      | SALARIES PARAS                           | 30,207.80  | 258,979.21   | 321,335.00   | 80.59       | 27,838.80  | 273,524.17   | 231,000.00   | 118.41           |
| 114      | SALARIES DIRECTOR                        | 2,211.25   | 20,810.00    | 18,250.00    | 114.03      | 0.00       | 0.00         | 0.00         | 0.00             |
| 116      | SALARIES PROFESSIONAL NON-CERTIFIED      | 10,033.65  | 132,787.08   | 172,500.00   | 76.98       | 13,106.82  | 137,895.07   | 109,000.00   | 126.51           |
| 120      | SUBSTITUTE NON-INSTRUCTIONAL             | 0.00       | 93.00        | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 122      | SUBSTITUTES PARAS                        | 0.00       | 0.00         | 0.00         | 0.00        | 1.26       | 3.36         | 0.00         | 0.00             |
| 123      | SUBSTITUTES SALARIES - TEACHERS          | 0.00       | 30,938.28    | 61,000.00    | 50.72       | 6,200.00   | 58,860.42    | 59,000.00    | 99.76            |
| 126      | SUBSTITUTES SALARIES - PROFESSIONAL      | 0.00       | 0.00         | 1,500.00     | 0.00        | 23.75      | 1,308.75     | 0.00         | 0.00             |
| 130      | OVERTIME NON-INSTRUCTIONAL               | 42.71      | 2,347.88     | 3,500.00     | 67.08       | 242.28     | 2,191.36     | 0.00         | 0.00             |
| 132      | OVERTIME PARAS                           | 0.00       | 1,405.25     | 0.00         | 0.00        | 20.97      | 77.00        | 0.00         | 0.00             |
| 150      | ADDITIONAL COMP NON-INSTRUCTIONAL        | 44.13      | 12,501.80    | 15,000.00    | 83.35       | 0.00       | 11,008.44    | 0.00         | 0.00             |
| 151      | ADDITIONAL COMP TEACHERS/PROF STAFF      | 9,610.48   | 132,862.05   | 155,000.00   | 85.72       | 8,015.20   | 142,032.18   | 170,000.00   | 83.55            |
| 152      | ADDITIONAL COMP PARAS                    | 194.15     | 1,941.50     | 5,000.00     | 38.83       | 421.20     | 4,222.00     | 0.00         | 0.00             |
| 159      | STIPENDS PAID TO DISTRICT STAFF          | 1,600.00   | 1,600.00     | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 210      | GROUP INSURANCE NON-INSTRUCTIONAL        | 5,863.44   | 59,879.17    | 83,385.00    | 71.81       | 5,585.21   | 55,182.15    | 55,500.00    | 99.43            |
| 211      | GROUP INSURANCE TEACHERS/PROF STAFF      | 54,102.13  | 540,437.46   | 741,300.00   | 72.90       | 61,152.16  | 619,352.52   | 838,200.00   | 73.89            |
| 212      | GROUP INSURANCE PARAS                    | 41.48      | 1,465.13     | 485.00       | 302.09      | 47.17      | 473.82       | 0.00         | 0.00             |
| 214      | GROUP INSURANCE DIRECTOR                 | 0.00       | 2.90         | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 215      | GROUP INSURANCE SUPERINTENDENT           | 2.90       | 29.00        | 35.00        | 82.86       | 2.90       | 29.00        | 0.00         | 0.00             |
| 216      | GROUP INSURANCE PROFESSIONAL NONCERTIFIE | 4,087.27   | 40,872.70    | 52,100.00    | 78.45       | 3,891.18   | 37,251.72    | 0.00         | 0.00             |
| 220      | SOCIAL SECURITY NON-INSTRUCTIONAL        | 2,196.48   | 26,242.40    | 34,704.50    | 75.62       | 2,485.58   | 26,311.67    | 23,726.75    | 110.89           |
| 221      | SOCIAL SECURITY TEACHERS/PROF STAFF      | 16,425.60  | 164,781.57   | 194,806.61   | 84.59       | 18,844.63  | 194,178.40   | 324,772.45   | 59.79            |
| 222      | SOCIAL SECURITY PARAS                    | 2,262.89   | 18,969.26    | 24,582.12    | 77.17       | 2,061.07   | 20,228.50    | 0.00         | 0.00             |
| 223      | SOCIAL SECURITY SUB TEACHERS             | 0.00       | 2,366.86     | 4,666.50     | 50.72       | 520.22     | 4,548.93     | 0.00         | 0.00             |
| 224      | SOCIAL SECURITY DIRECTOR                 | 169.16     | 1,592.00     | 1,396.13     | 114.03      | 0.00       | 0.00         | 0.00         | 0.00             |
| 225      | SOCIAL SECURITY SUPERINTENDENT           | 1,725.11   | 8,983.45     | 11,934.00    | 75.28       | 892.50     | 8,925.00     | 0.00         | 0.00             |
| 226      | SOCIAL SECURITY PROFESSIONAL/NONCERTIFIE | 743.90     | 9,926.59     | 13,196.25    | 75.22       | 949.17     | 9,847.33     | 0.00         | 0.00             |
| 229      | SOCIAL SECURITY EARLY RETIREMENT         | 122.40     | 4,712.40     | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 230      | RETIREMENT NON-INSTRUCTIONAL             | 3,106.93   | 35,385.32    | 43,314.77    | 81.69       | 3,371.84   | 34,550.04    | 30,621.79    | 112.83           |
| 231      | RETIREMENT TEACHERS/PROF STAFF           | 21,860.76  | 219,177.30   | 250,018.31   | 87.66       | 25,068.43  | 260,009.51   | 364,829.02   | 71.27            |
| 232      | RETIREMENT PARAS                         | 2,985.34   | 25,406.97    | 31,049.38    | 81.83       | 2,793.66   | 27,398.86    | 0.00         | 0.00             |
| 234      | RETIREMENT DIRECTOR                      | 0.00       | 0.00         | 1,802.70     | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 235      | RETIREMENT SUPERINTENDENT                | 2,234.66   | 12,606.35    | 15,409.37    | 81.81       | 1,152.41   | 11,524.10    | 0.00         | 0.00             |
| 236      | RETIREMENT PROFESSIONAL NONCERTIFIED     | 991.11     | 13,116.51    | 17,039.20    | 76.98       | 1,294.67   | 13,245.43    | 0.00         | 0.00             |
| 237      | INCREASED RETIREMENT CONTRIBUTIONS       | 0.00       | 0.00         | 0.00         | 0.00        | 0.00       | 0.00         | 0.00         | 0.00             |
| 239      | EARLY RETIREMENT                         | 158.04     | 60,158.04    | 60,000.00    | 100.26      | 0.00       | 0.00         | 0.00         | 0.00             |
| 270      | WORKERS COMP NON-INSTRUCTIONAL           | 0.00       | 10,161.00    | 11,000.00    | 92.37       | 0.00       | 9,901.00     | 11,000.00    | 90.01            |
| 271      | WORKMEN'S COMP TEACHERS/PROF STAFF       | 0.00       | 11,764.00    | 16,000.00    | 73.53       | 0.00       | 12,897.00    | 16,000.00    | 80.61            |
| 280      | HEALTH BENEFIT PAID NON-INSTRUCTIONAL    | 299.85     | 2,505.79     | 2,400.00     | 104.41      | 190.02     | 1,900.20     | 0.00         | 0.00             |
| 281      | HEALTH BENEFIT PAID TEACHERS/PROF STAFF  | 2,176.08   | 22,218.43    | 38,500.00    | 57.71       | 3,120.86   | 28,852.98    | 0.00         | 0.00             |
| 286      | HEALTH BENEFIT PAID PROF NON-CERTIFIED   | 94.95      | 942.46       | 1,200.00     | 78.54       | 90.26      | 902.60       | 0.00         | 0.00             |
| 291      | OTHER BENEFITS TEACHERS/PROF STAFF       | (2,807.65) | (958.71)     | 10,000.00    | (9.59)      | 0.00       | 0.00         | 2,000.00     | 0.00             |
| 293      | OTHER BENEFITS SUBSTITUTES               | 0.00       | 562.15       | 1,000.00     | 56.22       | 0.00       | 0.00         | 0.00         | 0.00             |
| 315      | AUDIT                                    | 0.00       | 16,324.76    | 22,000.00    | 74.20       | 0.00       | 14,500.99    | 20,500.00    | 70.74            |
| 317      | LEGAL SERVICES                           | 225.00     | 21,978.04    | 20,000.00    | 109.89      | 1,358.00   | 11,948.93    | 20,000.00    | 59.74            |
| 320      | PROFESSIONAL SERVICES                    | 0.00       | 0.00         | 0.00         | 0.00        | 0.00       | 1,400.00     | 0.00         | 0.00             |
| 330      | EMPLOYEE TRAINING/PROF DEVELOPMENT       | 20.00      | 14,061.58    | 11,300.00    | 130.15      | (360.60)   | 4,327.40     | 9,000.00     | 48.08            |
| 332      | MILEAGE TO PARENTS                       | 0.00       | 996.87       | 6,000.00     | 16.61       | 67.58      | 1,530.27     | 5,000.00     | 30.61            |
| 340      | OTHER PROFESSIONAL SERVICES              | 193.50     | 53,346.96    | 31,750.00    | 198.30      | 9,050.79   | 59,254.52    | 23,700.00    | 250.02           |
| 382      | REIMBURSIBLE DISTANCE LEARNING           | 229.32     | 2,743.20     | 6,000.00     | 45.72       | 679.49     | 3,494.90     | 7,000.00     | 49.93            |
| 410      | WATER AND SEWER                          | 1,367.43   | 18,053.06    | 26,000.00    | 69.43       | 1,360.00   | 17,344.96    | 25,000.00    | 69.38            |
| 430      | REPAIRS & MAINTENANCE                    | 409.00     | 22,348.72    | 50,000.00    | 45.19       | 6,129.03   | 39,245.37    | 56,000.00    | 70.08            |
| 441      | RENTALS OR LEASES                        | 1,242.46   | 67,533.58    | 76,500.00    | 156.91      | 1,686.38   | 16,935.31    | 30,000.00    | 56.45            |

BOARD BUDGET REPORT OF EXPENSES

| Object #     |                                        | Current Mo | YTD          | Budget        | % of Budget | Prev Yr Mo | Prev YTD     | Prev Budget   | Prev % of Budget |
|--------------|----------------------------------------|------------|--------------|---------------|-------------|------------|--------------|---------------|------------------|
| 490          | ASBESTOS ABATEMENT                     | 0.00       | 0.00         | 1,000.00      | 125.00      | 0.00       | 0.00         | 0.00          | 0.00             |
| 520          | INSURANCE OTHER THAN EMPLOYEE BENEFITS | 0.00       | 59,317.00    | 65,000.00     | 91.26       | 0.00       | 56,731.00    | 65,000.00     | 87.28            |
| 521          | FIDELITY BOND PREMIUMS                 | 0.00       | 250.00       | 250.00        | 100.00      | 0.00       | 250.00       | 250.00        | 100.00           |
| 530          | TELEPHONE                              | 2,568.23   | 22,457.41    | 36,000.00     | 62.38       | 2,685.96   | 28,807.98    | 35,000.00     | 82.31            |
| 531          | POSTAGE                                | 2,108.30   | 4,167.85     | 5,000.00      | 84.66       | 0.00       | 3,192.23     | 5,000.00      | 63.84            |
| 540          | ADVERTISING AND PRINTING               | 1,670.25   | 4,471.92     | 6,000.00      | 74.53       | 1,121.20   | 4,164.31     | 5,000.00      | 83.29            |
| 561          | TUITION PAID TO OTHER DISTRICTS        | 9,463.40   | 77,078.92    | 47,600.00     | 161.93      | 2,618.00   | 36,863.82    | 45,500.00     | 81.02            |
| 569          | TUITION OTHER (OUT OF STATE)           | 0.00       | 570.00       | 10,000.00     | 5.70        | 0.00       | 388.00       | 15,000.00     | 2.59             |
| 580          | TRAVEL EXPENSE AND MILEAGE             | 197.75     | 20,049.55    | 49,150.00     | 43.54       | 384.16     | 18,897.86    | 45,100.00     | 41.90            |
| 591          | ESU - MIPS CLERICAL                    | 13,533.40  | 152,694.53   | 217,600.00    | 70.17       | 24,082.76  | 169,076.88   | 153,500.00    | 110.15           |
| 610          | SUPPLIES                               | 8,583.90   | 62,613.50    | 105,950.00    | 71.35       | 9,289.01   | 71,267.52    | 94,750.00     | 75.22            |
| 621          | NATURAL GAS                            | 3,055.38   | 49,791.62    | 72,000.00     | 69.16       | 4,686.76   | 63,309.49    | 65,000.00     | 97.40            |
| 622          | ELECTRICITY                            | 4,998.10   | 84,571.83    | 135,000.00    | 62.65       | 7,871.76   | 98,958.66    | 135,000.00    | 73.30            |
| 626          | GAS AND OIL                            | 185.61     | 30,225.95    | 46,000.00     | 65.71       | 3,507.15   | 33,758.02    | 40,000.00     | 84.40            |
| 640          | TEXTBOOKS                              | 39.99      | 55,748.73    | 88,050.00     | 73.97       | 9,021.28   | 96,174.67    | 74,700.00     | 128.75           |
| 642          | AUDIO-VISUAL MATERIALS                 | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 0.00          | 0.00             |
| 650          | SUPPLIES-TECHNOLOGY RELATED            | 5,917.05   | 17,516.21    | 28,300.00     | 80.64       | 2,385.00   | 15,886.05    | 17,100.00     | 92.90            |
| 720          | BUILDINGS AND IMPROVEMENTS             | 3,072.90   | 21,259.60    | 20,000.00     | 129.14      | 0.00       | 6,680.84     | 11,000.00     | 60.73            |
| 732          | VEHICLE ACQUISITION                    | 0.00       | 0.00         | 200,000.00    | 0.00        | 0.00       | 0.00         | 0.00          | 0.00             |
| 733          | FURNITURE AND EQUIPMENT                | 211.03     | 18,897.98    | 98,300.00     | 28.79       | 42,107.68  | 55,496.09    | 90,650.00     | 61.22            |
| 734          | COMPUTER EQUIPMENT (HARDWARE)          | 0.00       | 7,339.47     | 5,000.00      | 147.39      | (260.90)   | 4,883.48     | 6,400.00      | 76.30            |
| 735          | COMPUTER SOFTWARE                      | 1,695.85   | 17,201.60    | 21,500.00     | 97.55       | 7,795.85   | 16,328.46    | 20,500.00     | 79.65            |
| 805          | DEBT SERVICE (CLEAN HARBORS)           | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 0.00          | 0.00             |
| 807          | REVALUATION OF TAXABLE PROPERTY        | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 14,283.84    | 20,000.00     | 71.42            |
| 810          | DUES AND FEES                          | 0.00       | 10,960.00    | 16,250.00     | 69.29       | 99.00      | 8,233.55     | 14,200.00     | 57.98            |
| 890          | OTHER MISC OBJECTS                     | 848.57     | 22,678.22    | 64,300.00     | 37.93       | 3,948.12   | 37,046.21    | 74,200.00     | 49.93            |
| 912          | TRANSFERS TO LUNCH FROM GEN FD         | 0.00       | 45,000.00    | 90,000.00     | 50.00       | 0.00       | 25,000.00    | 88,460.00     | 28.26            |
| 913          | TRANSFERS TO ACTIVITY ACCOUNTS         | 0.00       | 0.00         | 75,000.00     | 0.00        | 0.00       | 0.00         | 60,000.00     | 0.00             |
| 915          | OTHER TRANSFERS (DEPR FUND)            | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 200,000.00    | 0.00             |
| 01           | GENERAL FUND                           | 500,318.54 | 5,463,575.48 | 8,980,315.56  | 62.10       | 624,133.34 | 5,999,991.23 | 8,622,972.83  | 69.58            |
| 02           | DEPRECIATION FUND                      |            |              |               |             |            |              |               |                  |
| 450          | CONSTRUCTION SERVICES                  | 0.00       | 11,545.14    | 508,785.55    | 2.27        | 0.00       | 7,893.00     | 619,750.46    | 1.27             |
| 610          | SUPPLIES                               | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 0.00          | 0.00             |
| 733          | FURNITURE AND EQUIPMENT                | 12,649.52  | 66,380.70    | 205,000.00    | 53.58       | 26,705.50  | 152,097.06   | 200,000.00    | 76.05            |
| 02           | DEPRECIATION FUND                      | 12,649.52  | 77,925.84    | 713,785.55    | 17.01       | 26,705.50  | 159,990.06   | 819,750.46    | 19.52            |
| 05           | ACTIVITIES                             |            |              |               |             |            |              |               |                  |
| 610          | SUPPLIES                               | 9,037.88   | 134,898.37   | 381,060.00    | 37.32       | 35,355.67  | 215,043.71   | 379,315.00    | 56.69            |
| 05           | ACTIVITIES                             | 9,037.88   | 134,898.37   | 381,060.00    | 37.32       | 35,355.67  | 215,043.71   | 379,315.00    | 56.69            |
| 06           | SCHOOL NUTRITION                       |            |              |               |             |            |              |               |                  |
| 110          | SALARIES NON-INSTRUCTIONAL             | 9,590.76   | 88,449.06    | 121,000.00    | 73.10       | 8,929.67   | 91,810.82    | 111,000.00    | 82.71            |
| 120          | SUBSTITUTE NON-INSTRUCTIONAL           | 0.00       | 0.00         | 1,500.00      | 0.00        | 63.75      | 1,292.00     | 0.00          | 0.00             |
| 130          | OVERTIME NON-INSTRUCTIONAL             | 0.00       | 32.25        | 0.00          | 0.00        | 0.00       | 50.64        | 0.00          | 0.00             |
| 210          | GROUP INSURANCE NON-INSTRUCTIONAL      | 680.10     | 6,795.25     | 8,225.00      | 82.62       | 651.10     | 6,511.00     | 0.00          | 0.00             |
| 211          | GROUP INSURANCE TEACHERS/PROF STAFF    | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 8,000.00      | 0.00             |
| 220          | SOCIAL SECURITY NON-INSTRUCTIONAL      | 733.69     | 6,716.59     | 9,256.50      | 72.56       | 663.25     | 6,878.81     | 0.00          | 0.00             |
| 221          | SOCIAL SECURITY TEACHERS/PROF STAFF    | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 8,493.50      | 0.00             |
| 230          | RETIREMENT NON-INSTRUCTIONAL           | 860.66     | 8,009.04     | 11,952.15     | 67.01       | 812.12     | 8,412.07     | 0.00          | 0.00             |
| 231          | RETIREMENT TEACHERS/PROF STAFF         | 0.00       | 0.00         | 0.00          | 0.00        | 0.00       | 0.00         | 10,964.50     | 0.00             |
| 261          | UNEMPLOYMENT TEACHER/PROF STAFF        | 0.00       | 0.00         | 5,000.00      | 0.00        | 0.00       | 0.00         | 5,000.00      | 0.00             |
| 270          | WORKERS COMP NON-INSTRUCTIONAL         | 0.00       | 3,821.00     | 4,000.00      | 95.53       | 0.00       | 3,717.00     | 4,000.00      | 92.93            |
| 340          | OTHER PROFESSIONAL SERVICES            | 0.00       | 178.14       | 10,000.00     | 1.78        | 0.00       | 0.00         | 10,000.00     | 0.00             |
| 610          | SUPPLIES                               | 564.62     | 8,331.38     | 11,000.00     | 75.74       | 410.54     | 7,633.30     | 10,000.00     | 76.33            |
| 630          | FOOD                                   | 10,009.84  | 152,005.74   | 170,000.00    | 89.42       | 7,566.83   | 151,984.99   | 180,000.00    | 84.44            |
| 733          | FURNITURE AND EQUIPMENT                | 0.00       | 347.62       | 5,000.00      | 11.92       | 728.30     | 1,035.22     | 5,000.00      | 20.70            |
| 890          | OTHER MISC OBJECTS                     | 0.00       | 81,891.53    | 1,000.00      | 8,189.15    | 21.00      | 444.45       | 1,000.00      | 44.45            |
| 06           | SCHOOL NUTRITION                       | 22,439.67  | 356,577.60   | 357,933.65    | 99.69       | 19,846.56  | 279,770.30   | 353,458.00    | 79.15            |
| 08           | SPECIAL BUILDING FUND                  |            |              |               |             |            |              |               |                  |
| 720          | BUILDINGS AND IMPROVEMENTS             | 0.00       | 257,617.91   | 550,231.47    | 46.82       | 0.00       | 92,788.00    | 728,836.30    | 12.73            |
| 733          | FURNITURE AND EQUIPMENT                | 0.00       | 5,649.54     | 0.00          | 0.00        | 0.00       | 0.00         | 0.00          | 0.00             |
| 08           | SPECIAL BUILDING FUND                  | 0.00       | 263,267.45   | 550,231.47    | 47.85       | 0.00       | 92,788.00    | 728,836.30    | 12.73            |
| Grand Total: |                                        | 544,445.61 | 6,296,244.74 | 10,983,326.23 | 58.82       | 706,041.07 | 6,747,583.30 | 10,904,332.59 | 61.88            |

| <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 0100                    | ATHLETIC FUND                       | 54.92                    | 17,988.34       | 1,302.06        | 0.00                  | (16,631.36)    |
| 05 704 0101                    | ACTIVITY TICKETS                    | 0.00                     | 0.00            | 1,650.00        | 0.00                  | 1,650.00       |
| 05 704 0107                    | WT ROOM SUPPLIES/EQUIP/MISC         | 0.00                     | 0.00            | 0.00            | 0.00                  | 0.00           |
| 05 704 0109                    | UNIFORMS                            | 0.00                     | 530.90          | 0.00            | 0.00                  | (530.90)       |
| 05 704 0110                    | FB GATE RECEIPTS                    | 0.00                     | 0.00            | 2,716.00        | 0.00                  | 2,716.00       |
| 05 704 0111                    | FB OFFICIALS                        | 0.00                     | 2,275.68        | 0.00            | 0.00                  | (2,275.68)     |
| 05 704 0112                    | FB TRAVEL                           | 0.00                     | 258.00          | 0.00            | 0.00                  | (258.00)       |
| 05 704 0113                    | FB SUPPLIES/EQUIP/MISC              | 0.00                     | 4,330.43        | 0.00            | 0.00                  | (4,330.43)     |
| 05 704 0120                    | VB GATE RECEIPTS                    | 0.00                     | 0.00            | 2,624.00        | 0.00                  | 2,624.00       |
| 05 704 0121                    | VB OFFICIALS                        | 0.00                     | 2,183.00        | 0.00            | 0.00                  | (2,183.00)     |
| 05 704 0122                    | VB TRAVEL                           | 0.00                     | 51.96           | 0.00            | 0.00                  | (51.96)        |
| 05 704 0123                    | VB SUPPLIES/EQUIP/MISC              | 0.00                     | 485.00          | 0.00            | 0.00                  | (485.00)       |
| 05 704 0130                    | XC ENTRY FEES                       | 0.00                     | 230.00          | 600.00          | 0.00                  | 370.00         |
| 05 704 0137                    | CHEERLEADING TRAVEL                 | 0.00                     | 1,103.80        | 10.00           | 0.00                  | (1,093.80)     |
| 05 704 0138                    | CHEERLEADING SUPPLIES/EQUIP/MISC    | 0.00                     | 1,318.55        | 0.00            | 0.00                  | (1,318.55)     |
| 05 704 0140                    | BBB/GBB GATE RECEIPTS               | 0.00                     | 482.00          | 5,692.10        | 0.00                  | 5,210.10       |
| 05 704 0141                    | BBB/GBB OFFICIALS                   | 0.00                     | 6,019.00        | 0.00            | 0.00                  | (6,019.00)     |
| 05 704 0142                    | BBB TRAVEL                          | 0.00                     | 161.00          | 0.00            | 0.00                  | (161.00)       |
| 05 704 0143                    | BBB SUPPLIES/EQUIP/MISC             | 0.00                     | 280.89          | 0.00            | 0.00                  | (280.89)       |
| 05 704 0147                    | GBB TRAVEL                          | 0.00                     | 161.00          | 0.00            | 0.00                  | (161.00)       |
| 05 704 0148                    | GBB SUPPLIES/EQUIP/MISC             | 0.00                     | 1,035.04        | 0.00            | 0.00                  | (1,035.04)     |
| 05 704 0150                    | WR GATE RECEIPTS                    | 0.00                     | 0.00            | 176.00          | 0.00                  | 176.00         |
| 05 704 0151                    | WR OFFICIALS                        | 0.00                     | 150.00          | 0.00            | 0.00                  | (150.00)       |
| 05 704 0152                    | WR TRAVEL                           | 0.00                     | 1,729.00        | 0.00            | 0.00                  | (1,729.00)     |
| 05 704 0153                    | WR SUPPLIES/EQUIP/MISC              | 0.00                     | 1,773.04        | 0.00            | 0.00                  | (1,773.04)     |
| 05 704 0163                    | TR SUPPLIES/EQUIP/MISC              | 0.00                     | 961.62          | 0.00            | 0.00                  | (961.62)       |
| 05 704 0173                    | BOYS GOLF SUPPLIES/EQUIP/MISC       | 0.00                     | 894.28          | 0.00            | 0.00                  | (894.28)       |
| 05 704 0176                    | GIRLS GOLF ENTRY FEES               | 0.00                     | 290.00          | 140.00          | 0.00                  | (150.00)       |
| 05 704 0177                    | GIRLS GOLF TRAVEL                   | 0.00                     | 676.00          | 0.00            | 0.00                  | (676.00)       |
| 05 704 0178                    | GIRLS GOLF SUPPLIES/EQUIP/MISC      | 0.00                     | 661.50          | 0.00            | 0.00                  | (661.50)       |
| 05 704 0180                    | JH FOOTBALL                         | 0.00                     | 860.00          | 613.00          | 0.00                  | (247.00)       |
| 05 704 0181                    | JH VOLLEYBALL                       | 0.00                     | 210.00          | 1,042.01        | 0.00                  | 832.01         |
| 05 704 0182                    | JH BASKETBALL                       | 0.00                     | 600.00          | 1,027.25        | 0.00                  | 427.25         |
| 05 704 0183                    | JH WRESTLING                        | 0.00                     | 1,161.75        | 1,085.00        | 0.00                  | (76.75)        |
| 05 704 0184                    | JH TRACK                            | 0.00                     | 392.14          | 0.00            | 0.00                  | (392.14)       |
| 05 704 0198                    | RANDOM DRUG TESTING                 | 0.00                     | 1,904.64        | 0.00            | 0.00                  | (1,904.64)     |
| 05 704 0199                    | STATE/NATIONAL EXPENSES             | 0.00                     | 5,203.00        | 0.00            | 0.00                  | (5,203.00)     |
| 05 704 0201                    | TRANSFER ACCOUNT                    | 0.00                     | 305.86          | 300.76          | 0.00                  | (5.10)         |

| <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 0202                    | YEARBOOK                            | 3,658.10                 | 4,824.98        | 598.00          | 0.00                  | (568.88)       |
| 05 704 0203                    | VO AG PROJECT MATERIALS             | 109.51                   | (4.46)          | 0.00            | 0.00                  | 113.97         |
| 05 704 0204                    | AG EQUIPMENT FUND                   | 500.00                   | 0.00            | 0.00            | 0.00                  | 500.00         |
| 05 704 0205                    | FFA PLASMACAM FUND                  | 3,838.33                 | 0.00            | 0.00            | 0.00                  | 3,838.33       |
| 05 704 0206                    | SPECIAL EDUCATION                   | 38.61                    | 0.00            | 0.00            | 0.00                  | 38.61          |
| 05 704 0207                    | JR CLASS CONCESSION EQUIP FUND      | 1,854.55                 | 0.00            | 0.00            | 0.00                  | 1,854.55       |
| 05 704 0208                    | FACILITY USE                        | 430.00                   | 0.00            | 0.00            | 0.00                  | 430.00         |
| 05 704 0209                    | POP FUND                            | 0.00                     | 255.70          | 178.90          | 0.00                  | (76.80)        |
| 05 704 0210                    | PADLOCK DEPOSITS                    | 536.41                   | 0.00            | 0.00            | 0.00                  | 536.41         |
| 05 704 0211                    | BOOK FINES/FEES                     | 2,005.01                 | 0.00            | 0.00            | 0.00                  | 2,005.01       |
| 05 704 0215                    | SPEECH                              | 0.00                     | 1,697.81        | 777.00          | 0.00                  | (920.81)       |
| 05 704 0216                    | WORLD STRIDES TRIP FUND             | 12.38                    | 0.00            | 0.00            | 0.00                  | 12.38          |
| 05 704 0218                    | HS STUDENT COUNCIL                  | 0.00                     | 595.00          | 0.00            | 0.00                  | (595.00)       |
| 05 704 0219                    | NATIONAL HONOR SOCIETY              | 0.00                     | 424.25          | 0.00            | 0.00                  | (424.25)       |
| 05 704 0220                    | WOODSHOP PROJECTS                   | 760.47                   | 13,127.86       | 12,323.64       | 0.00                  | (43.75)        |
| 05 704 0222                    | BACKPACK FOOD PROGRAM               | 520.16                   | 0.00            | 0.00            | 0.00                  | 520.16         |
| 05 704 0225                    | ONE ACTS                            | 0.00                     | 765.68          | 0.00            | 0.00                  | (765.68)       |
| 05 704 0230                    | MILK BREAK                          | 559.90                   | 0.00            | 0.00            | 0.00                  | 559.90         |
| 05 704 0240                    | PALS MENTORING                      | 1,446.08                 | 0.00            | 0.00            | 0.00                  | 1,446.08       |
| 05 704 0245                    | HEALTH & WELLNESS FUND              | 3,463.67                 | 0.00            | 0.00            | 0.00                  | 3,463.67       |
| 05 704 0250                    | DISTRICT PROJECT FUND               | 8,230.19                 | 0.00            | 0.00            | 0.00                  | 8,230.19       |
| 05 704 0255                    | SANTA'S ELVES DONATION FUND         | 62.20                    | 0.00            | 0.00            | 0.00                  | 62.20          |
| 05 704 0265                    | JH QUIZ BOWL                        | 1,104.04                 | 162.86          | 250.00          | 0.00                  | 1,191.18       |
| 05 704 0270                    | O'BRIEN READING CABINET             | 941.31                   | 0.00            | 0.00            | 0.00                  | 941.31         |
| 05 704 0316                    | CLASS OF 2016                       | 608.32                   | 0.00            | 0.00            | 0.00                  | 608.32         |
| 05 704 0317                    | CLASS OF 2017                       | 1,509.60                 | 0.00            | 0.00            | 0.00                  | 1,509.60       |
| 05 704 0318                    | CLASS OF 2018                       | 1,090.49                 | 0.00            | 0.00            | 0.00                  | 1,090.49       |
| 05 704 0319                    | CLASS OF 2019                       | 162.52                   | 0.00            | 0.00            | 0.00                  | 162.52         |
| 05 704 0320                    | CLASS OF 2020                       | 3,657.68                 | 3,629.00        | 0.00            | 0.00                  | 28.68          |
| 05 704 0321                    | CLASS OF 2021                       | 804.90                   | 13,292.91       | 17,461.30       | 0.00                  | 4,973.29       |
| 05 704 0322                    | CLASS OF 2022                       | 582.00                   | 11.49           | 420.50          | 0.00                  | 991.01         |
| 05 704 0323                    | CLASS OF 2023                       | 0.00                     | 0.00            | 460.00          | 0.00                  | 460.00         |
| 05 704 0400                    | GRADE ACTIVITY MISCELLANEOUS        | 17,457.35                | 2,818.17        | 423.00          | 0.00                  | 15,062.18      |
| 05 704 0410                    | GRADE ACTIVITY LEADERSHIP FUND      | 121.85                   | 0.00            | 0.00            | 0.00                  | 121.85         |
| 05 704 0420                    | GRADE ACTIVITY SPECIAL EDUCATION    | 323.63                   | 0.00            | 0.00            | 0.00                  | 323.63         |
| 05 704 0450                    | JANICEK STOCK MARKET FUNDRAISER     | 730.10                   | 80.00           | 0.00            | 0.00                  | 650.10         |
| 05 704 0500                    | HS MISCELLANEOUS FUND               | 19,136.75                | 887.00          | 0.00            | 0.00                  | 18,249.75      |
| 05 704 0501                    | HS HONOR ROLL CERTIFICATES          | 0.00                     | 251.30          | 0.00            | 0.00                  | (251.30)       |

## Fund: 05 ACTIVITIES

| <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 0502                    | HS INTEREST EARNED ON ACCOUNT       | 0.00                     | 0.00            | 280.88          | 0.00                  | 280.88         |
| 05 704 0601                    | BAND ACTIVITY                       | 555.88                   | 675.86          | 572.65          | 0.00                  | 452.67         |
| 05 704 0602                    | SCHOOL INSTRUMENT & REPAIRS         | 2,564.37                 | 127.00          | 50.00           | 0.00                  | 2,487.37       |
| 05 704 0603                    | CHORUS                              | 487.14                   | 0.00            | 0.00            | 0.00                  | 487.14         |
| 05 704 0605                    | MUSICAL PRODUCTIONS                 | 2,195.15                 | 0.00            | 0.00            | 0.00                  | 2,195.15       |
| 05 704 0606                    | SHOW CHOIR UNIFORMS                 | 4,530.89                 | 4,954.48        | 5,276.00        | 0.00                  | 4,852.41       |
| 05 704 0607                    | ELEM SHOW CHOIR                     | 375.93                   | 734.34          | 670.25          | 0.00                  | 311.84         |
| 05 704 0701                    | FFA FUND                            | 11,963.20                | 5,474.22        | 2,763.00        | 0.00                  | 9,251.98       |
| 05 704 0703                    | JH CONCESSIONS                      | 200.00                   | 0.00            | 0.00            | 0.00                  | 200.00         |
| 05 704 0705                    | CHEERLEADING FUNDRAISING            | 3,576.10                 | 1,221.65        | 2,940.00        | 0.00                  | 5,294.45       |
| 05 704 0707                    | INTERACT CLUB                       | 1,248.32                 | 2,256.60        | 2,076.20        | 0.00                  | 1,067.92       |
| 05 704 0709                    | JH STUDENT COUNCIL                  | 696.71                   | 0.00            | 0.00            | 0.00                  | 696.71         |
| 05 704 0711                    | HS STUCO FUNDRAISER                 | 2,074.30                 | 556.56          | 158.00          | 0.00                  | 1,675.74       |
| 05 704 0713                    | NATIONAL HONOR SOCIETY FUNDRAISER   | 254.00                   | 0.00            | 0.00            | 0.00                  | 254.00         |
| 05 704 0715                    | XC FUNDRAISING                      | 276.35                   | 0.00            | 0.00            | 0.00                  | 276.35         |
| 05 704 0717                    | BOYS GOLF FUNDRAISING               | 12.34                    | 0.00            | 0.00            | 0.00                  | 12.34          |
| 05 704 0719                    | GIRLS GOLF FUNDRAISING              | 752.45                   | 1,292.83        | 1,539.03        | 0.00                  | 998.65         |
| 05 704 0721                    | FB FUNDRAISING                      | 1,867.28                 | 1,625.44        | 0.00            | 0.00                  | 241.84         |
| 05 704 0723                    | VOLLEYBALL FUNDRAISING              | 867.57                   | 9,593.20        | 11,288.60       | 0.00                  | 2,562.97       |
| 05 704 0725                    | BBB FUNDRAISING                     | 126.59                   | 933.19          | 800.00          | 0.00                  | (6.60)         |
| 05 704 0727                    | GBB FUNDRAISING                     | 1,853.97                 | 2,900.81        | 1,801.00        | 0.00                  | 754.16         |
| 05 704 0729                    | WRESTLING FUNDRAISING               | 438.41                   | 466.00          | 652.00          | 0.00                  | 624.41         |
| 05 704 0731                    | TRACK FUNDRAISING                   | 884.46                   | 0.00            | 0.00            | 0.00                  | 884.46         |
| 05 704 0737                    | SPORTSMANSHIP FUND                  | 202.73                   | 0.00            | 0.00            | 0.00                  | 202.73         |
| 05 704 0739                    | STAND                               | 1,216.54                 | 0.00            | 0.00            | 0.00                  | 1,216.54       |
| 05 704 0741                    | ART CLASS PROJECTS                  | 511.62                   | (177.62)        | 0.00            | 0.00                  | 689.24         |
| 05 704 0743                    | MATH CLUB                           | 16.86                    | 0.00            | 0.00            | 0.00                  | 16.86          |
| 05 704 0745                    | SCIENCE CLUB                        | 2.54                     | 0.00            | 0.00            | 0.00                  | 2.54           |
| 05 704 0747                    | MITCHELL SCIENCE GRANT              | 294.35                   | 0.00            | 0.00            | 0.00                  | 294.35         |
| 05 704 0749                    | SPANISH CLUB                        | 68.79                    | 0.00            | 0.00            | 0.00                  | 68.79          |
| 05 704 0751                    | 7-12 RESOURCE RM FUNDRAISING        | 64.00                    | 0.00            | 0.00            | 0.00                  | 64.00          |
| 05 704 0753                    | SPEECH FUNDRAISING                  | 739.00                   | 63.13           | 176.00          | 0.00                  | 851.87         |
| 05 704 0755                    | ONE ACT FUNDRAISING                 | 3,214.29                 | 80.50           | 404.00          | 0.00                  | 3,537.79       |
| 05 704 0757                    | LONGHORNS COMMITTED                 | 2,287.14                 | 0.00            | 0.00            | 0.00                  | 2,287.14       |
| 05 704 0759                    | CIVICS FUNDRAISER                   | 688.96                   | 891.92          | 702.95          | 0.00                  | 499.99         |
| 05 704 0761                    | KIMBALL PREVENTION COALITION        | 1,271.41                 | 241.29          | 0.00            | 0.00                  | 1,030.12       |
| 05 704 0999                    | SCHOLARSHIP FUND                    | 268,822.33               | 1,500.00        | 0.00            | 0.00                  | 267,322.33     |
| Fund Total: 05                 |                                     | 393,513.00               | 134,898.37      | 84,021.08       | 0.00                  | 342,635.71     |

# *Mary Lynch Elementary School*

*July 13th, 2020*

## *“Stronger Together”*

*Principal: Jamie Soper*

---

Summer School is going very well! We have anywhere from 20 to 40 kids every day. We are practicing social distancing with 6 feet between each desk. There are weekly themes for our program that encourage learning and having a lot of fun. Our ELITE Facebook page shows some of the activities kids are engaging in on a weekly basis.

I have been working with Mrs. Terrill to develop a plan for the 2019/2020 school year for breakfast and lunch at Mary Lynch.

There are many special education financial reports that are due in the month of July. I have been working on getting them completed by the deadlines. I am also required to attend the Birth to 5 special education meetings during the summer for KPS.

I have been in our classrooms and measuring to make sure we have enough classroom space to social distance this fall. It looks like it is possible in every classroom at ML. We installed 4 antibacterial sanitizing stations in ML this past month. They are by the front door, gym/cafeteria, modular, and by the door to the playground.

Mr. Anderson, Mrs. Reader, and I have had a couple of meetings to discuss a plan for school in the fall as well as a meeting with the ESU and Panhandle Public Health.

We have purchased IXL for students to use as a math intervention daily as well as an online platform if we have to go back to remote online learning.

Mr. Terrill and I have been working to get programs ready for the fall. Including NWEA, Clever, Pearson, and IXL.

I am currently working on hiring a paraprofessional for the primary special education room.

Our projected enrollment for the fall.

Prek - 16

K - 42

1 - 21

2 - 21

3 - 24

4 - 18

5 - 37

6 - 27

Total - 206

## **Staff Survey Results - June 2020**

**41 staff members completed the survey.**

- 1. If you are required to wear a mask, which learning environment would you prefer?**

**53.3% Hybrid (combination of in person/remote learning)**  
**31.1% In Person**  
**15.6% Remote Learning**

- 2. If students are not required to wear masks, which learning environment would you prefer?**

**82.2% In Person**  
**13.3% Hybrid (combination of in person/remote learning)**  
**4.4% Remote Learning**

- 3. Teachers Only: In the event of a remote-learning situation, what grading policy would you prefer?**

**62.5% Regular Grading**  
**28.1% Participation/Engagement**  
**9.4% Pass/No Harm**

- 4. Teachers Only: If two additional days would be added to the teaching contract for professional development, which days would you prefer?**

**August 10/11 - 29.6%**  
**August 11/12 - 14.8%**  
**August 12/13 - 51.9%**  
**August 10/12 - 0%**  
**August 11/13 - 7.4%**  
**August 10/13 - 7.4%**

- 5. What additional concerns do you have about returning in the fall?**

**Many of the concerns given were focused around the start of school and procedures for staff and students.**

**\* Masks, student arrival, student dismissal, remote and in person instruction, students coming to school sick, consistency throughout the district, the health of their family at home.**

- 6. In the event of a remote-learning situation, what professional development/training would you need to be successful?**

**\*Responses - Google Classroom, Canvas, Zoom, Early childhood and remote learning, Quality digital instruction, Recording a lesson, Remote learning for music teachers, Stress management.**

## JR/SR High School Principal Report – July 2020

- Personnel: We have hired Andrew McCloud for the Media Paraprofessional position. Andrew will work in the Media Center and will help proctor dual credit courses as well as a few intervention periods. He will also be able to assist staff with digital resource questions as well as help maintain our school YouTube channel.
- We have submitted a grant application through EducationQuest to help improve student access to higher education opportunities. In the past, a handful of students have had access to college campus tours that coincided with math and science contests. We want to expand this access to all students and focus on trade/technical programs and associate programs as well as 4-year colleges. If awarded, the district will receive \$5,000/year for 4 years to help fund college visits as well as local parent/student activities to increase awareness of available opportunities.
- We provided surveys to both staff and parents to give them an opportunity to provide input in our back-to-school planning. Below is the summary of the parent survey. Mrs. Soper will provide a summary of the staff survey in her report.

There were 120 responses representing 175 students. Following are the questions asked and a summary of responses:

**Question 1:** If children/staff are not required to wear a mask in the fall, will you send your child to school?

94.2% of responders indicated they would send students to school in this scenario.

**Question 2:** If children/staff are required to wear a mask in the fall, will you send your child to school?

46.7% of responders indicated they would not send students to school in this scenario.

**Question 3:** Do you have access to Internet at home?

95.8% of responders indicated they have access to Internet at home.

**Question 4:** What feedback can you give us on your and your child's/children's experience during the 4th quarter?

Responses were mixed – more negative than positive

- Difficult to learn online
- Missed relationships/friends/teachers
- Missed extracurricular activities
- Multiple digital learning platforms made it confusing for students
- Not a lot of academic growth
- Difficult to get students to complete work and stay on-task
- Poor response/availability of some teachers
- Teachers were amazing
- Saw growth
- Students handled it well

**Question 5:** In the event the district goes to remote learning again, what are your concerns?

Again responses were mixed – more negative than positive

- Worried about Internet accessibility
  - Too much screen time and not enough interaction
  - Daily schedule should be consistent
  - Will homeschool if this happens
  - Students falling behind academically
  - No extracurricular activities
  - Teacher availability during school hours
  - Mental health of students
  - Assignments should be educational, not busy work
  - Need better parent communication
- 
- A draft Remote Learning Plan has been shared with staff. This plan outlines daily expectations of staff and students in the event the district is forced into remote learning again. An extra PD will be added to the pre-service days to give staff additional time for remote planning as well. The draft is attached to this report. Below are a few highlights:

- To address concerns of inconsistent digital platforms, teachers will use one Learning Management System next year – Canvas. Canvas has been made available for group pricing through the Nebraska Department of Education. Most state colleges and universities have converted to the Canvas LMS and the majority of the remaining colleges are scheduled to do so in the future. Canvas provides parental access to allow parents to view their students' progress and content. Grades can transfer automatically from Canvass to Infinite Campus, increasing efficiency. Canvas training will be included in the pre-service work days.
- A daily schedule has been created to provide consistency for both staff and students.
- Teachers will have fixed office hours to be available to students.
- Material presented will be new material rather than review/enrichment to provide opportunities for student growth.
- Grades will be given – students who do not participate will run the risk of having to repeat coursework/courses.
- Wednesday mornings will be designated for teacher planning, reaching out to individual students/parents, etc. The afternoon will be staff development to stay in-line with the in-school weekly schedule.

## Remote Learning Plan

| Monday                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 to 8:50 am - 1st Period Lesson           | <ul style="list-style-type: none"> <li>• Lessons will be via Zoom</li> <li>• Zoom lessons will be recorded and a link will be emailed to absent students</li> <li>• Attendance will be tracked</li> <li>• Absent students can be tracked via: <ul style="list-style-type: none"> <li>○ Check-in (email/phone call where student/teacher discusses Zoom Lesson)</li> <li>○ Google Form (short survey of material covered in Zoom lesson)</li> <li>○ Notes submitted by student from Zoom lesson</li> <li>○ Other</li> </ul> </li> </ul> |
| 9 to 9:50 am - 2nd Period Lesson           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10 to 10:50 am - 3rd Period Lesson         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11 to 11:50 am - 4th Period Lesson         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1 to 1:40 pm - 5th/6th Period Office Hours |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1:45 to 2:25 pm - 7th Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2:30 to 3:10 pm - 8th Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3:15 to 4:00 pm - 9th Period Office Hours  | Office Hours: Teachers will be available via Zoom during this time                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Tuesday                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 8 to 8:50 am - 5th/6th Period Lesson       | <ul style="list-style-type: none"> <li>• Lessons will be via Zoom</li> <li>• Zoom lessons will be recorded and a link will be emailed to absent students</li> <li>• Attendance will be tracked</li> <li>• Absent students can be tracked via: <ul style="list-style-type: none"> <li>○ Check-in (email/phone call where student/teacher discusses Zoom Lesson)</li> <li>○ Google Form (short survey of material covered in Zoom Lesson)</li> <li>○ Notes submitted by student from Zoom lesson</li> <li>○ Other</li> </ul> </li> </ul> |
| 9 to 9:50 am - 7th Period Lesson           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 10 to 10:50 am - 8th Period Lesson         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 11 to 11:50 am - 9th Period Lesson         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1 to 1:40 pm - 1st Period Office Hours     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 1:45 to 2:25 pm - 2nd Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 2:30 to 3:10 pm - 3rd Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 3:15 to 4:00 pm - 4th Period Office Hours  | Office Hours: Teachers will be available via Zoom during this time                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Wednesday                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8:00 to Noon - Time flexible               | Students: <ul style="list-style-type: none"><li>• Watch/Read supplemental materials</li><li>• Work on practice assignments</li><li>• Complete discussion board assignments</li></ul> Teachers: <ul style="list-style-type: none"><li>• Flex time<ul style="list-style-type: none"><li>◦ Reach out to individual students/parents</li><li>◦ Plan for next lesson/practice session/supplemental materials</li></ul></li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 1:00 to 2:00 - Staff Meeting               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2:00 to 4:00 - Staff PD                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| Thursday                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 8 to 8:50 am - 1st Period Practice         | <ul style="list-style-type: none"><li>• Practice will be via Zoom</li><li>• Zoom session will be recorded and link will be emailed to absent students</li><li>• Practice is the 'we do' part of the lesson</li><li>• Examples of practice:<ul style="list-style-type: none"><li>◦ Math - students work in breakout sessions on specific problems then explain work to group</li><li>◦ Science - students work in breakout sessions on specific problems/concepts then explain work to group</li><li>◦ English - students assigned to breakout sessions on certain parts of reading and answer questions - then bring back answers to group</li><li>◦ Social Studies - students assigned position (e.g. pro/con, 6 Thinking Hats, etc.) and grouped in breakout session - then bring back discussion to large group</li><li>◦ Electives - use an idea above or create your own</li></ul></li></ul> Office Hours: Teachers will be available via Zoom |
| 9 to 9:50 am - 2nd Period Practice         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 10 to 10:50 am - 3rd Period Practice       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 11 to 11:50 am - 4th Period Practice       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1 to 1:40 pm - 5th/6th Period Office Hours |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 1:45 to 2:25 pm - 7th Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 2:30 to 3:10 pm - 8th Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 3:15 to 4:00 pm - 9th Period Office Hours  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Friday                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 8 to 8:50 am - 5th/6th Period Practice    | <ul style="list-style-type: none"> <li>• Practice will be via Zoom</li> <li>• Zoom session will be recorded and link will be emailed to absent students</li> <li>• Practice is the 'we do' part of the lesson</li> <li>• Examples of practice: <ul style="list-style-type: none"> <li>• Math - students work in breakout sessions on specific problems then explain work to group</li> <li>• Science - students work in breakout sessions on specific problems/concepts then explain work to group</li> <li>• English - students assigned to breakout sessions on certain parts of reading and answer questions - then bring back answers to group</li> <li>• Social Studies - students assigned position (e.g. pro/con, 6 Thinking Hats, etc.) and grouped in breakout session - then bring back discussion to large group</li> <li>• Electives - use an idea above or create your own</li> </ul> </li> </ul> <p>Office Hours: Teachers will be available via Zoom during this time</p> |
| 9 to 9:50 am - 7th Period Practice        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10 to 10:50 am - 8th Period Practice      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11 to 11:50 am - 9th Period Practice      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1 to 1:40 pm - 1st Period Office Hours    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 1:45 to 2:25 pm - 2nd Period Office Hours |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 2:30 to 3:10 pm - 3rd Period Office Hours |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 3:15 to 4:00 pm - 4th Period Office Hours |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

#### Notes:

- All teachers will use Canvas LMS for their courses.
- Teachers will post the weekly agenda/expectations and necessary resources in Canvas for students no later than Monday at 8 am each week.
- Lessons will cover new content. Supplemental materials should also be provided to students. Materials can include supplemental videos, readings, etc. Teachers are encouraged to create their own videos to increase student engagement.
- PE - the lesson each week could be a health lesson, practice could be an assigned physical activity (maybe have students in breakout rooms by station (push ups, situps, jumping jacks, etc.) then come back together and record heart rate, then rotate). This is just an idea - you are free to develop content as you see fit.

- Music - Lesson could be music theory, practice could be by instrument/voice classification in Zoom breakouts then come together to practice as a group. This is just an idea - you are free to develop content as you see fit.
- STS - if students don't have materials/tools at home to continue projects, you could provide videos. If it is too difficult to continue remotely, collaborate with core teachers to help students with interventions.
- By the end of the day each Friday, teachers will provide a report to Mrs. Reader indicating students who have had little to no attendance that week. The report should include documentation of efforts made to reach out to students and parents.
- Teachers should record attendance each day. Attendance activities can include but not necessarily be limited to:
  - Attendance of Zoom lesson,
  - Attendance of Zoom practice,
  - Attendance at Office Hours,
  - Discussion Board Post/Reply,
  - Assignment Submittal, or
  - Email/Phone Call
- Grades will be given based on work performed.
- Students who do not complete work will be given an incomplete for that assignment. If the student has an incomplete by the end of the remote learning period, they will be required to complete missing assignments when they return to school. Failure to complete missing assignments may result in repeating the course.
- Teachers may work from home so long as expectations are met. As an alternative, the school facilities will be available to staff.
- Lessons will include direct instruction and check for understanding.
- Practice will include an opportunity for students to collaborate on projects, read and discuss content together, work on practice problems and discuss, etc.

## **July 2020 Superintendent Report**

### **- ESSER Funds –**

- The Elementary and Secondary School Emergency Relief Fund is to provide direct money to school districts to support areas impacted by the disruption from COVID-19. Kimball Public Schools is to receive \$71,221 in ESSER Funds. The application should be in the GMS (Grant Management System) in the next week or so. ESSER Funds can be used for the following:

- Any activity authorized by ESEA, IDEA, AEFLA, Perkins, or McKinney Vento
- Coordination of preparedness and response efforts to COVID-19
- Providing principals and other school leaders with resources to address individual school needs
- Activities to address the unique needs of low-income children, children with disabilities, English learners, racial and ethnic minorities, students experiencing homelessness, and foster care youth, including outreach and service delivery
- Procedures and systems to improve LEA preparedness and response efforts
- Training and professional development for LEA staff on sanitation and minimizing the spread of infectious disease
- Purchasing supplies to sanitize and clean LEA facilities
- Planning for and coordinating during long-term closures, including how to provide meals, technology for online learning, guidance for carrying out IDEA requirements, and providing educational services consistent with applicable requirements
- Purchasing educational technology (including hardware, software and connectivity) for the LEA's students
- Providing mental health services and supports
- Planning and implementing summer learning and supplemental afterschool programs, and other activities necessary to maintain LEA operations and services and employ existing LEA staff.

### **- School Plans for 2020-21 –**

- Surveys have been completed and results have been compiled by the building principals. Next steps are to have discussion forums with staff at KPS and parents/ community in the coming weeks to gather feedback and gather input from the school board as well. The directives from local and state agencies seem to change on a weekly, if not daily, basis which adds to the challenge. Regardless, I would like to have a tentative plan in place by the end of July so all have an idea of what to expect when school resumes in August.

### **- Summer Activities Calendar –**

- Typically, this is presented in April by Mr. Ken Smith but was delayed due to COVID-19 restrictions. In July, girls basketball and volleyball activities are on the calendar. Cross Country is going to run in the mountains by Laramie at the end of the month. Boys basketball has open gyms throughout the month on Tuesday and Thursday. That is all the activities for the summer.

# June 2020

◀ May 2020

Jul 2020 ▶

| Sun       | Mon                                | Tue                                                            | Wed                                   | Thu                                                             | Fri       | Sat       |
|-----------|------------------------------------|----------------------------------------------------------------|---------------------------------------|-----------------------------------------------------------------|-----------|-----------|
|           | <b>1</b>                           | <b>2</b>                                                       | <b>3</b>                              | <b>4</b>                                                        | <b>5</b>  | <b>6</b>  |
| <b>7</b>  | <b>8</b><br>WR – 6:00 Coach Burks  | <b>9</b><br>WR – 7:00 Coach Burks<br><br>BB – Open Gym – 6:00  | <b>10</b><br>WR – 6:00 Coach Ferguson | <b>11</b><br>VB – Open Gym 5:00<br><br>WR – 6:00 Coach Ferguson | <b>12</b> | <b>13</b> |
| <b>14</b> | <b>15</b><br>WR – 6:00 Coach Burks | <b>16</b><br>WR – 7:00 Coach Burks<br><br>BB – Open Gym – 6:00 | <b>17</b><br>WR – 6:00 Coach Ferguson | <b>18</b><br>VB – Open Gym 5:00<br><br>WR – 6:00 Coach Ferguson | <b>19</b> | <b>20</b> |
| <b>21</b> | <b>22</b><br>WR – 6:00 Coach Burks | <b>23</b><br>WR – 7:00 Coach Burks<br><br>BB – Open Gym – 6:00 | <b>24</b><br>WR – 6:00 Coach Ferguson | <b>25</b><br>VB – Open Gym 5:00<br><br>WR – 6:00 Coach Ferguson | <b>26</b> | <b>27</b> |
| <b>28</b> | <b>29</b><br>WR – 6:00 Coach Burks | <b>30</b><br>WR – 7:00 Coach Burks<br><br>BB – Open Gym – 6:00 |                                       |                                                                 |           |           |

| July 2020  |                                       |                                                                      |                                                                 |                                                                               |                             |                             |
|------------|---------------------------------------|----------------------------------------------------------------------|-----------------------------------------------------------------|-------------------------------------------------------------------------------|-----------------------------|-----------------------------|
| ◀ Jun 2020 |                                       |                                                                      |                                                                 |                                                                               |                             | Aug 2020 ▶                  |
| Sun        | Mon                                   | Tue                                                                  | Wed                                                             | Thu                                                                           | Fri                         | Sat                         |
|            |                                       |                                                                      | <b>1</b><br>WR – 6:00 Coach<br>Ferguson                         | <b>2</b><br>VB – Open Gym 5:00<br><br>WR – 6:00 Coach<br>Ferguson             | <b>3</b>                    | <b>4</b>                    |
| <b>5</b>   | <b>6</b><br>WR – 6:00 Coach<br>Burks  | <b>7</b><br>WR – 7:00 Coach<br>Burks<br><br>BB – Open Gym –<br>6:00  | <b>8</b><br>WR – 6:00 Coach<br>Ferguson                         | <b>9</b><br>BB – Team Camp –<br>Broken Bow<br><br>WR – 7:00 Coach<br>Ferguson | <b>10</b>                   | <b>11</b>                   |
| <b>12</b>  | <b>13</b><br>WR – 6:00 Coach<br>Burks | <b>14</b><br>WR – 7:00 Coach<br>Burks<br><br>BB – Open Gym –<br>6:00 | <b>15</b><br>VB – Team Camp –<br>Seward<br><br>WR – Coach Burks | <b>16</b><br>VB – Open Gym 5:00<br><br>WR – 6:00 Coach<br>Ferguson            | <b>17</b>                   | <b>18</b>                   |
| <b>19</b>  | <b>20</b><br>WR – 6:00 Coach<br>Burks | <b>21</b><br>WR – 7:00 Coach<br>Burks<br><br>BB – Open Gym –<br>6:00 | <b>22</b><br>WR – 6:00 Coach<br>Ferguson                        | <b>23</b><br>VB – Open Gym 5:00<br><br>WR – 6:00 Coach<br>Ferguson            | <b>24</b>                   | <b>25</b><br>BB – Home Camp |
| <b>26</b>  | <b>27</b><br>WR – 6:00 Coach<br>Burks | <b>28</b><br>WR – 7:00 Coach<br>Burks<br><br>BB – Open Gym –<br>6:00 | <b>29</b><br>WR – 6:00 Coach<br>Ferguson                        | <b>30</b> VB – Open Gym<br>5:00<br><br>WR – 6:00 Coach<br>Ferguson            | <b>31</b><br>VB – Home Camp |                             |

◀ Jul 2020

## August 2020

Sep 2020 ▶

| Sun | Mon                                                                      | Tue | Wed | Thu | Fri | Sat |
|-----|--------------------------------------------------------------------------|-----|-----|-----|-----|-----|
|     |                                                                          |     |     |     |     | 1   |
| 2   | 3                                                                        | 4   | 5   | 6   | 7   | 8   |
| 9   | 10<br>VB Season starts with<br>two a days<br>9:00 – 12:00<br>3:00 – 5:00 | 11  | 12  | 13  | 14  | 15  |
| 16  | 17                                                                       | 18  | 19  | 20  | 21  | 22  |
| 23  | 24                                                                       | 25  | 26  | 27  | 28  | 29  |
| 30  | 31                                                                       |     |     |     |     |     |

## **eFAST Projected Assistance - Spring / Summer 2020**

### **Budget Analysis / Budget Projections**

- **Array Comparability of AFR Information (December – January)**
- **Preliminary State Budget Form Completion (January)**
- **Monthly Receipt / Expense Worksheet Development (January – February)**
- **Prepare Salary Spreadsheet ( February – March)**
- **Line Item Budget Worksheet (February – May)**

### **Facility Audit and Comprehensive Planning**

- **Onsite review of facilities – walk buildings (January – February)**
- **Review materials that have previously been developed (January – February)**
- **Discuss needs and financing possibilities (February – March)**
- **Prepare facilities maintenance and replacement plan (March – April)**

### **Report to Board**

- **Review facility analysis and preliminary budget documents with board (April – May)**
- **Provide training for board with regard to school finance (April – May)**

### **State Budget Process**

- **Complete state budget documents (July)**
- **Annual budget and tax setting hearings (August – September)**

## **eFAST Projected Assistance - Spring / Summer 2020**

### **Budget Analysis / Budget Projections**

- **Array Comparability of AFR Information (December – January)**
- **Preliminary State Budget Form Completion (January)**
- **Monthly Receipt / Expense Worksheet Development (January – February)**
- **Prepare Salary Spreadsheet ( February – March)**
- **Line Item Budget Worksheet (February – May)**

### **Facility Audit and Comprehensive Planning**

- **Onsite review of facilities – walk buildings (January – February)**
- **Review materials that have previously been developed (January – February)**
- **Discuss needs and financing possibilities (February – March)**
- **Prepare facilities maintenance and replacement plan (March – April)**

### **Report to Board**

- **Review facility analysis and preliminary budget documents with board (April – May)**
- **Provide training for board with regard to school finance (April – May)**

### **State Budget Process**

- **Complete state budget documents (July)**
- **Annual budget and tax setting hearings (August – September)**



## **CONSULTING SERVICES AGREEMENT**

This Consulting Services Agreement ("Agreement") is made by and between First National Capital Markets, Inc. ("Company") and Kimball County, Nebraska School District 53-0001 (Kimball Public Schools) ("Client") effective \_\_\_\_\_, \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date").

Whereas, Client desires to purchase and Company desires to provide certain services ("Services").

Now therefore, in consideration of the mutual covenants and promises hereinafter set forth, the parties agree as follows:

### **1. SERVICES; SOWS; RELATIONSHIP OF PARTIES**

During the term of this Agreement, Company will provide Services to Client from time to time as requested by Client. The specific scope of Services to be provided and other details of each project, including staffing expectations, schedule and financial terms, shall be separately documented in each instance in a Statement of Work ("SOW") generally in the form attached hereto as Exhibit A. In the event of any inconsistency between the terms of this Agreement and the terms of a SOW, the SOW shall control. Company's sole compensation shall be as set forth in the applicable SOW.

Company shall at all times be an independent contractor of Client. Neither Company nor any of Company's employees or subcontractors shall be considered employees or agents of Client for any purpose. Company shall be solely responsible for the payment of all salary and benefits to its employees or subcontractors, including but not limited to workers' compensation and unemployment compensation benefits, retirement plan and health plan benefits as adopted by Company from time to time, withholding and reporting of income and payroll taxes, and compliance with immigration and form I-9 requirements.

Company shall determine the specific employees or independent contractors to engage as consultants on projects for Client. If at any time Client has reasonable grounds to object to the placement or continued placement of any individual, Client shall so notify Company and the parties shall consult on a mutually acceptable resolution. If the parties cannot agree on a mutually acceptable resolution within ten (10) business days, Client reserves the right after consultation with Company to require Company to remove the affected individual from Client's premises, provided that no such removal may be based on the individual's race, color, religion, gender, age, national origin, or other legally prohibited basis, including disability if the individual can perform the essential functions of the job with reasonable accommodations. After such removal, the Client will cease being billed for such personnel, and Company shall replace such individual within fifteen (15) business days of such removal upon request by Client.

### **2. TERM AND TERMINATION**

This Agreement will begin on the date set forth above and continue until terminated as provided elsewhere in this Agreement. The commencement date of each project shall be defined in the applicable SOW.

Either party may terminate this Agreement (and all SOWs then operating under this Agreement), or may terminate any specific SOW without terminating this Agreement or other SOWs, for any reason in their sole discretion by providing two (2) weeks' written notice to the other party. Client shall be responsible for payment for all services rendered on or before the effective date of termination. In the event of a material breach of this Agreement by either party, the other party may terminate this Agreement and all SOWs then operating under this Agreement upon five (5) business days' notice to the other party specifying the breach, if the breach is not fully cured to the terminating party's reasonable satisfaction within three (3) business days after the date of the notice.

### **3. PAYMENT FOR SERVICES**

Unless otherwise provided in the applicable SOW Company shall submit itemized invoices to Client on a monthly basis for Services as they are performed. Company shall not invoice Client more than 45 days after Company performs the Services, and if Company does issue such an invoice, Client shall not be obligated to pay it. If expense reimbursements are permitted: (i) the invoice shall be accompanied by supporting receipts or other documentation, as required by Client's corporate expense reimbursement guidelines; and (ii) they shall be reimbursed only to the extent reasonable and necessary in the opinion of Client, and shall be invoiced at cost, without markup. Prices are exclusive of applicable sales taxes which shall be separately itemized on each invoice. If Company's compensation is stated as an hourly rate, Company's invoice must be supported by weekly time sheets signed by an authorized representative of Client. Unless otherwise set forth in the applicable SOW, Company shall not be entitled to any increased rate of compensation due to performance of Services on an overtime basis or on weekends or holidays. Company is solely responsible for all applicable taxes on compensation due hereunder and other taxes (such as, but not limited to, property and excise taxes, taxes on net income, capital or net worth, social security taxes and unemployment insurance), all of which are Company's responsibility. Invoices shall be due and payable in a payment for determined by Client net thirty (30) days after Client's receipt of an undisputed invoice, provided that Client has received the applicable Services and they conform to the applicable SOW. Within thirty (30) days after Client's request, Company will integrate with Client's System, and Company will utilize such Client's System during the term of this Agreement for ordering and invoicing activities in connection with this Agreement. Company will bear any and all costs associated with the foregoing.

### **4. WARRANTIES**

Company warrants that (a) Services provided by Company shall be completed by qualified personnel in a professional and workmanlike manner, in accordance with current industry standards and with reasonable care; and (b) Services will conform to specifications referenced in the relevant SOW and will be provided to the reasonable satisfaction of Client. Company makes no other warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

### **5. LIMITATION OF LIABILITY**

In the event of a breach of this Agreement by Company or any other circumstances giving rise to potential liability from Company to Client, if any such liability is established, Company's liability shall be limited to Client's direct economic damages not to exceed the amount of fees paid by Client to Company pursuant to the specific SOW under which the acts or omissions giving rise to liability occurred. Company will not be liable to Client for any indirect, incidental, consequential or punitive damages or lost profits, or for any liability from Client to any third party.

### **6. CONFIDENTIAL INFORMATION AND PROPRIETARY RIGHTS**

Each party: (a) agrees to protect and maintain in confidence any information that it may obtain from the other party during the term of this Agreement or any SOW; (b) shall use such information solely for the purposes contemplated by this Agreement and any SOW(s) and shall not rent, sell, lease, transfer, provide or otherwise disclose such information to any third party except as required by applicable law or regulation; (c) shall take all reasonable steps to protect the confidentiality of such information, in no event using a standard of care less than the same standard used to protect its own confidential information; and (d) shall give access to such information only to those employees who have a need to know in connection with the performing that party's obligations under this Agreement or any SOW. Upon request by the disclosing party, the receiving party shall promptly destroy such information or return such information to the disclosing party in the same format as such information was provided. To the extent that Company is permitted to retransmit any information it receives from Client, the mode of retransmission must be at least as secure as the mode by which Client transmitted the information to Company. The confidentiality obligations in this section do not apply to information that: (i) is, at the time of disclosure or thereafter becomes, through no act or omission of the receiving party, a part of the public domain; (ii) was in the receiving party's lawful

possession without an accompanying secrecy obligation prior to the disclosure; (iii) is hereafter lawfully disclosed to the receiving party by a third party without an accompanying secrecy obligation or breach of any duty or agreement by which such third party is bound; or (iv) is independently developed by the receiving party. Notwithstanding if such information is or becomes lawfully in the public domain, Company shall maintain according to this section the confidentiality of any information which includes the identities of Client's consumers. This section shall not be deemed to prohibit disclosures: (A) required by applicable law, regulation, court order or subpoena; or (B) to auditors or regulators. Breach of this section shall give rise to irreparable injury, inadequately compensable in damages. Accordingly, the disclosing party may seek injunctive relief against the breach or threatened breach by the other in addition to such legal remedies as may be available, including the recovery of damages.

Except as set forth in a SOW, any and all work product and deliverables produced under this Agreement ("Work Product") shall be the sole and exclusive property of Client, and Company shall not have any right, title, interest or license therein. Company agrees that any and all inventions, works of authorship and other intellectual property (collectively, "Intellectual Property") conceived, developed, originated, or reduced to practice by Company or under Company's direction under this Agreement or pertaining to Work Product shall be the sole, exclusive and complete property of Client, whether as a work made for hire or otherwise. To the extent, if any, that Company may have right, title or interest in or to such Work Product and Intellectual Property, Company hereby assigns and conveys the same to Client in its entirety. Company agrees, at no additional charge, to execute all applications or registrations for patents and copyrights and all other instruments and to otherwise cooperate as reasonably requested by Client to effectuate this Section. Company further agrees promptly and without prior request to disclose to Client all such inventions, works of authorship and other Intellectual Property conceived, developed, originated, or reduced to practice by Company or under Company's direction. Notwithstanding the foregoing, all rights in the methodology, layout, structure, sequence, organization, summary, calculation, or other tools which may be used by Company to produce Work Product are owned exclusively by Company ("Company IP"). To the extent that any such Company IP is incorporated into the Work Product Company hereby grants to Client an irrevocable, perpetual, nonexclusive, worldwide, royalty-free right and license to use, execute, reproduce, copy, display, perform, distribute copies of, and modify and prepare derivative works based on such preexisting work or know-how and any derivative works thereof and to authorize others to do any or all of the foregoing. The foregoing shall not be deemed to preclude Company from using generalized ideas, concepts, know-how, processes and techniques learned during the course of an engagement and retained only in non-tangible, non-electronic form, provided that Company does so without violation of its confidentiality and privacy obligations contained herein.

## **7. APPLICABLE LAW; VENUE**

This Agreement shall be construed and enforced according to the laws of the state of Nebraska. Jurisdiction and venue for any legal actions between the parties arising under this Agreement shall be exclusively in any state or federal court of competent jurisdiction located in Douglas County, Nebraska, to which exclusive jurisdiction and venue the parties hereby mutually consent.

## **8. NOTICES**

All notices and other communications required or permitted under this Agreement will be in writing, addressed to either party at its address set forth below, and will be deemed effectively delivered (i) upon personal delivery, (ii) upon receipt from a courier service as confirmed by written verification of receipt, or (iii) five (5) days after deposit in the U.S. mail, postage prepaid, by certified or registered mail. Either party may change its address for such communications by giving an appropriate notice to the other party in conformity with this section.

If to Company:

First National Capital Markets, Inc.

Attn: \_\_\_\_\_

1620 Dodge Street, Stop 1104

Omaha, NE 68197

If to Client:

Kimball County SD 53-0001 (Kimball Public Schools)

Attn: Board President —

901 Nadine Street

Kimball, Nebraska 69145

## **9. ASSIGNMENT**

Neither party may assign this Agreement or subcontract its duties hereunder to any third parties, including affiliates, subsidiaries, related companies and service providers, without prior written consent from the non-assigning party, which shall not be unreasonably withheld.

## **10. NON-EXCLUSIVITY**

This Agreement shall not be construed to prohibit either party from entering into an agreement with third parties to offer or obtain similar services.

## **11. SEVERABILITY**

Each provision of this Agreement is severable from all others. If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the provision shall be deemed modified only to the extent necessary to render it valid and enforceable and all remaining provisions of this Agreement will remain in full force and effect.

## **12. WAIVER**

The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by such party in writing. No waiver shall be implied from a failure of either party to exercise a right or remedy. In addition, no waiver of a party's right or remedy will affect the other provisions of this Agreement.

## **13. HEADINGS**

Section headings in this Agreement are inserted solely for convenience and reference, and shall not in any way define, limit, extend or aid in the construction of the scope, extent or intent of this Agreement, nor shall headings have any bearing on the knowledge or understanding any party had regarding this Agreement.

## **14. COUNTERPARTS**

This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

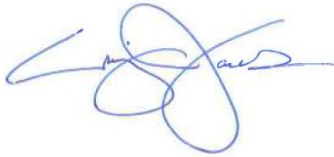
**15. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between Client and Company and supersedes any and all prior agreements or understandings between Company and Client as to the subject matter hereof, and may be modified or amended only by a written supplement to this Agreement signed by both parties or as otherwise specified herein.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date

First National Capital Markets, Inc.

Kimball County SD 53-0001 (Kimball Public Schools)



By: \_\_\_\_\_

Name: Craig T. Jones

Title: Managing Director, Public Finance

By: \_\_\_\_\_

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

Title: Board President

## Exhibit A

### Statement of Work

Overview: Educational Finance Assistance, Support, and Training

Project Scope: Assist District personnel with budgeting and budget planning for upcoming school year

Activities may include but are not limited to:

- Annual NDE Budget Assistance
- Annual Itemized Budget/Coding Assistance
- Monthly Expenditure Analysis/Comparability
- Budget Calendar
- Budget Efficiency Recommendations
- Capital Replacement Schedule
- Short/Long Range Facility Planning
- Federal/State Grant Assistance

Period of Performance: \_\_\_\_\_, \_\_\_\_, 20\_\_ – \_\_\_\_\_, \_\_\_\_, 20\_\_

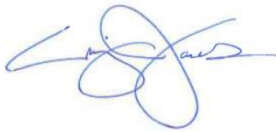
Client Project Manager: Carl Dietz

Financial Terms: \$15,000 engagement fee (Year 1)  
\$10,000 engagement fee (Year 2)

Travel Expenses: None

Payment Terms: Upon receipt of invoice or as arranged.

First National Capital Markets, Inc.



By: \_\_\_\_\_

Name: Craig T. Jones

Title: Managing Director, Public Finance

Kimball County SD 53-0001 (Kimball Public Schools)

By: \_\_\_\_\_

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

Title: Board President \_\_\_\_\_

# KIMBALL PUBLIC SCHOOLS 2020-2021 CALENDAR

## AUGUST 2020

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

13 - New Employee Orientation  
 14-17-18-19 - Inservice  
 20 - First Day of School  
 8 Student Days/12 Staff Days

## SEPTEMBER 2020

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

7 - Labor Day  
 11 - 12:00 p.m. out (Cross Country Home Meet)  
 21 Student Days/21 Staff Days

## OCTOBER 2020

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

9- 12:00 p.m. out (Jr High Quiz Bowl)(Staff PD in PM)  
 16- End of First Quarter (42)  
 19 - Start of 2nd Quarter  
 21-22 P-T Conference (4:30-8:00)  
 23 - No School  
 21 Student Days/21 Staff Days

## NOVEMBER 2020

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

25-27- Thanksgiving Break  
 18 Student Days/18 Staff Days

## DECEMBER 2020

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

18- End of Second Quarter/1st Semester (41/83)  
 23-31- Christmas Break  
 14 Student Days/14 Staff Days

## JANUARY 2021

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

1- Christmas Break  
 4- Start of Third Quarter  
 20 Student Days/20 Staff Days

## FEBRUARY 2021

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

15- Inservice  
 19 Student Days/20 Staff Days

## MARCH 2021

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

3- Inservice (FFA CDE)  
 12- End of Third Quarter (48)  
 15- Start of Fourth Quarter  
 18- P-T Conference (4:30-8:00 Invitation Only)  
 22 Student Days/23 Staff Days

## APRIL 2021

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

2-5- Easter Break  
 20 Student Days/20 Staff Days

## MAY 2021

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

15- Graduation  
 21- Last day of School (48/96)  
 31- Memorial Day  
 15 Student Days/15 Staff Days

|  |                                   |
|--|-----------------------------------|
|  | 1:30 p.m. Dismissals              |
|  | No School for Students/In-Service |
|  | No School/Vacation Day            |
|  | Start of Quarter                  |
|  | End of Quarter                    |
|  | New Teacher Orientation           |
|  | Parent-Teacher Conferences        |
|  | Graduation 11:00 AM               |
|  | 12:00 Dismissal: Sept 11/Oct 09   |
|  | 1:00 Dismissal                    |

Student Days = 178  
 Teacher Days = 184  
 Student Hours = 1,126.2  
 Days Over Minimum = 6.8  
 Staff Inservice/P-T Days = 6.5

Approved by School Board on: ????????

**Note:** All make-up days extending the school year after May 21 are subject to the discretion of the Superintendent.

**Note:** Proposed Inservice dates are subject to revision, pending availability of consultants &/or district needs.

**MARY LYNCH  
ELEMENTARY SCHOOL  
PARENT-STUDENT  
HANDBOOK  
2020-2021**

**Stronger Together**



**TABLE OF CONTENTS**

|                                                                                              |           |
|----------------------------------------------------------------------------------------------|-----------|
| Section 1 Intent of Handbook                                                                 | 3         |
| Section 2 Members of the Board of Education:                                                 | 4         |
| Section 3 Administrative Staff:                                                              | 4         |
| Section 4 Teaching Staff                                                                     | 5         |
| Section 5 Support Staff                                                                      | 6         |
| <b>2020-2021 School Calendar</b>                                                             | <b>7</b>  |
| <b>Student Fees and Athletic Passes</b>                                                      | <b>8</b>  |
| <b>Article 1 – Mission, Vision and Goals</b>                                                 | <b>9</b>  |
| Section 1 School Mission and Vision Statements:                                              | 9         |
| Section 2 Goals and Objectives:                                                              | 9         |
| Section 3 Mutual Respect:                                                                    | 9         |
| <b>Article 2 - School Day</b>                                                                | <b>10</b> |
| Section 1 Daily Schedule                                                                     | 10        |
| Section 2 Severe Weather and School Cancellations                                            | 10        |
| Section 3 Open-Closed Campus:                                                                | 11        |
| Section 4 Preschool Program Plan                                                             | 11        |
| Section 5 After-School Program – ELITE – Empowering Longhorns Inspires Tomorrow's Excellence | 11        |
| <b>Article 3 - Use of Building and Grounds</b>                                               | <b>12</b> |
| Section 1 Entering and Leaving the Building                                                  | 12        |
| Section 2 Visitors                                                                           | 12        |
| Section 3 Smoke-Free Environment                                                             | 12        |
| Section 4 Care of School Property                                                            | 12        |
| Section 5 Searches                                                                           | 13        |
| Section 6 District Wide Access Control System and Video Surveillance                         | 13        |
| Section 7 Use of Telephone                                                                   | 14        |
| Section 8 Bicycles                                                                           | 14        |
| Section 9 Student Valuables                                                                  | 14        |
| Section 10 Lost and Found                                                                    | 14        |
| Section 11 Accidents                                                                         | 14        |
| Section 12 Insurance                                                                         | 14        |
| Section 13 Bulletins and Announcements                                                       | 14        |
| Section 14 Copyright and Fair Use Policy                                                     | 14        |
| Section 1 Attendance Policy                                                                  | 15        |
| Section 2 Attendance and Absences                                                            | 15        |
| Section 3 Tardiness                                                                          | 17        |
| Section 4 Leaving School                                                                     | 17        |
| Section 5 Attendance is Required to Participate in Activities                                | 17        |
| Section 6 Make-up Work                                                                       | 18        |

|                                                                                          |           |
|------------------------------------------------------------------------------------------|-----------|
| <b>Article 5 - Scholastic Achievement</b>                                                | <b>18</b> |
| Section 1 Grading System                                                                 | 18        |
| Section 2 Promotion, Retention                                                           | 18        |
| Section 3 Progress Reports                                                               | 18        |
| Section 4 Report Cards                                                                   | 18        |
| Section 5 Parent-Teacher Conferences                                                     | 18        |
| Section 6 Honor Roll                                                                     | 19        |
| Section 7 Additional Academic Opportunities                                              | 19        |
| <b>Article 6 - Support Services</b>                                                      | <b>20</b> |
| Section 1 Special Education Identification and Placement Procedures                      | 19        |
| Section 2 Guidance Services                                                              | 21        |
| Section 3 Restorative Practice                                                           | 22        |
| Section 4 Health Services                                                                | 22        |
| <b>Article 7 - Drugs, Alcohol and Tobacco</b>                                            | <b>25</b> |
| Section 1 Drug-Free Schools                                                              | 25        |
| <b>Article 8 – Student Conduct</b>                                                       | <b>27</b> |
| Section 1 Short-Term Suspension                                                          | 28        |
| Section 2 Long-Term Suspension                                                           | 28        |
| Section 3 Expulsion                                                                      | 29        |
| Section 4 Emergency Exclusion                                                            | 30        |
| Section 5 Other Form of Student Discipline                                               | 32        |
| Section 6 Student Conduct Expectations                                                   | 31        |
| Section 7 Grounds for Short & Long Term Suspensions, Expulsion or Mandatory Reassignment | 32        |
| Section 8 Additional Student Conduct Expectations and Grounds for Discipline             | 34        |
| 1. Student Appearance                                                                    | 36        |
| 2. Academic Integrity.                                                                   | 35        |
| 3. Electronic Devices                                                                    | 38        |
| Section 9 Inappropriate Public Displays of Affection (IPDA)                              | 41        |
| Section 10 Law Violations                                                                | 42        |
| <b>Article 9 - Due Process Procedure</b>                                                 | <b>43</b> |
| <b>Article 10 - Harassment and Bullying Policy</b>                                       | <b>47</b> |
| <b>Article 11 - Network, E-Mail, Internet and Other Computer Use Rules</b>               | <b>48</b> |
| <b>Article 12 - Positive Behavior Interventions and Supports (PBIS)</b>                  | <b>55</b> |
| <b>Article 13 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations</b> | <b>56</b> |
| Section 1 Student Fees Policy                                                            | 56        |
| <b>Article 14 - State and Federal Programs</b>                                           | <b>58</b> |
| Section 1 Notice of Nondiscrimination                                                    | 58        |
| Section 2 Designation of Coordinator(s)                                                  | 58        |

|                                                                                                 |    |
|-------------------------------------------------------------------------------------------------|----|
| Section 3 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973 | 60 |
| Section 4 Notice of Concerning Staff Qualifications                                             | 61 |
| Section 5 Breakfast and Lunch Programs                                                          | 59 |
| Section 6 Kimball Public Schools Wellness Policy                                                | 62 |
| Section 7 School-Parent Learning Compact                                                        | 64 |
| Section 8 Title 1 Parent and Family Engagement Policy                                           | 65 |
| <b>RECEIPT OF 2020-2021 PARENT-STUDENT HANDBOOK</b>                                             | 69 |

## **Mary Lynch Elementary School Student Handbook**

### **Foreword**

#### **Section 1 Intent of Handbook**

This handbook is intended to be used by students, parents and staff as a guide to the rules, regulations, and general information about Mary Lynch Elementary School. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

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

## **Section 2      Members of the Board of Education:**

| <b><u>Name</u></b>                | <b><u>Contact Information</u></b> |
|-----------------------------------|-----------------------------------|
| Travis Cook                       | tcook@kpslonghorns.org            |
| Clint Cornils                     | ccornils@kpslonghorns.org         |
| Heather Norberg, President        | hnorberg@kpslonghorns.org         |
| Matthew Shoup                     | mshoup@kpslonghorns.org           |
| Carrie Tabor, Secretary/Treasurer | ctabor@kpslonghorns.org           |
| Lynn Vogel, Vice-President        | lvogel@kpslonghorns.org           |

## **Section 3      Administrative Staff:**

| <b><u>Name</u></b> | <b><u>Position</u></b>                 | <b><u>Email</u></b>        | <b><u>Telephone</u></b> |
|--------------------|----------------------------------------|----------------------------|-------------------------|
| Trevor Anderson    | Superintendent                         | tanderson@kpslonghorns.org | 308-235-2188            |
| Danielle Reader    | Secondary Principal                    | dreader@kpslonghorns.org   | 308-235-4861            |
| Jamie Soper        | Elementary Principal/Special Education | jsoper@kpslonghorns.org    | 308-235-4696            |
| Deb Bourlier       | Administrative Assistant               | dboulier@kpslonghorns.org  | 308-235-4696            |
| Harold Farrar      | Business Manager                       | hfarrar@kpslonghorns.org   | 308-235-2188            |
| Kristy Hanks       | Administrative Assistant               | khanks@kpslonghorns.org    | 308-235-2188            |

## Section 4      Teaching Staff

| <u>Name</u>        | <u>Grade</u>                                                  | <u>Email</u>                 |
|--------------------|---------------------------------------------------------------|------------------------------|
| Sarah Lewis        | Guidance Counselor/Media Specialist                           | slewis@kpslonghorns.org      |
| Victoria Ingram    | Pre-Kindergarten                                              | vingram@kpslonghorns.org     |
| Denelle Klosterman | Kindergarten                                                  | dklosterman@kpslonghorns.org |
| Cassady Malm       | Kindergarten                                                  | cmalm@kpslonghorns.org       |
| Rachel Lashmett    | First Grade                                                   | rlashmett@kpslonghorns.org   |
| Kelli Patterson    | First Grade                                                   | kpatterson@kpslonghorns.org  |
| Katie Fryda        | Second Grade                                                  | kfryda@kpslonghorns.org      |
| Mark Head          | Second Grade                                                  | mhead@kpslonghorns.org       |
| Lani Heeg          | Third Grade                                                   | lheeg@kpslonghorns.org       |
| Miah Fonder        | Third Grade                                                   | mfonder@kpslonghorns.org     |
| Jamie Murdoch      | Fourth Grade                                                  | jmurdoch @kpslonghorns.org   |
| Ben Ferguson       | Fifth Grade                                                   | bferguson@kpslonghorns.org   |
| Kaitlin Knaub      | Fifth Grade                                                   | kknaub@kpslonghorns.org      |
| Bernie Walker      | Sixth Grade                                                   | bwalker @kpslonghorns.org    |
| Kevin Kilgore      | Sixth Grade                                                   | kkilgore@kpslonghorns.org    |
| Justin Mohr        | Special Education                                             | jmohr@kpslonghorns.org       |
| Heidi Chesley      | Special Education/Assessment Coordinator/Spec. Ed Coordinator | hchesley@kpslonghorns.org    |
| Judy Walker        | Title 1                                                       | jwalker@kpslonghorns.org     |
| Beth Brown         | Speech Pathologist                                            | bbrown@kpslonghorns.org      |
| Melissa Reich      | School Nurse                                                  | mreich@kpslonghorns.org      |
| Kristi Hiles-Smith | Music/Band                                                    | khsmith@kpslonghorns.org     |
| Jacob Hoffman      | Music                                                         | jhoffman@kpslonghorns.org    |
| Dane Wurdeman      | Physical Education                                            | dwurdeman@kpslonghorns.org   |

**Section 5      Support Staff**

| <b><u>Name</u></b> | <b><u>Position</u></b> |
|--------------------|------------------------|
| Bill Richards      | Custodian              |
| Doug Rogan         | Custodian              |
| Amanda Hargreaves  | Paraprofessional       |
| Julia McGinnis     | Paraprofessional       |
| Pam Hayden         | Paraprofessional       |
| Marci Munieo       | Paraprofessional       |
| Amber Schadeegg    | Paraprofessional       |
| Trista Wurdeman    | Paraprofessional       |
| Laura Klenda       | Paraprofessional       |
| Cindy Rasmussen    | Paraprofessional       |
|                    | Paraprofessional       |
| Star Harvie        | Library Assistant      |
| Vicki Kaczar       | Cook                   |
| Terry Pedelio      | Cook                   |
| Caitlin Tabor      | After School Director  |

**2020-2021 School Calendar**

- I will copy the calendar on this page for the ML handbook.

## **Student Fees and Athletic Passes**

### **2020-2021 Fees**

#### **MEAL FEES**

|                      |         |        |
|----------------------|---------|--------|
| Breakfast            | K-6     | \$1.90 |
|                      | 7-12    | \$2.15 |
|                      | Reduced | \$.40  |
|                      | Adult   | \$2.60 |
| Lunch                | K-6     | \$2.90 |
|                      | 7-12    | \$3.15 |
|                      | Reduced | \$.50  |
|                      | Adult   | \$3.75 |
| After School Program | K-12    | FREE   |
|                      | Adult   | \$3.75 |

#### **ATHLETIC PASSES**

|                                                |         |
|------------------------------------------------|---------|
| Student (K-12) (Maximum of \$50.00 per Family) | \$20.00 |
| One Adult                                      | \$40.00 |
| One Adult w/Children (Family Pass)             | \$50.00 |
| Two Adults                                     | \$65.00 |
| Two Adults w/Children (Family Pass)            | \$75.00 |

Senior Adult Passes are free to those 62 & over that request one.

## **Article 1 – Mission, Vision and Goals**

### **Section 1 School Mission and Vision Statements:**

Welcome to Kimball Public Schools!

The Board of Education, administration and staff are committed to providing an environment where every child can grow and learn in a positive environment.

The mission of Kimball Public Schools is to educate every student for a lifetime of success.

Our school system vision is to provide all students with excellent instruction in every classroom that reflects our commitment to ensuring all students learn at high levels.

At Kimball Public Schools we believe:

- Seek out and use evidence based practices that support student learning.
- Embrace a collaborative culture in which educators take collective responsibility to help all students learn at high levels.
- Enhance the collaborative team as the fundamental structure to improve instructional practices.
- Provide a guaranteed curriculum that meets or exceeds the state standards.
- Provide daily classroom formative assessment of student achievement to monitor progress.
- Ensure high expectations to inspire high levels of student learning.
- Support continuous learning and ongoing professional development for our educators.
- Enable all students to be prepared for post-secondary education and careers, and to become lifelong learners.
- Promote strong partnerships with parents and provide parents with the information to support their children's learning.

### **Section 2 Goals and Objectives:**

The goals and objectives of Mary Lynch Elementary School are to provide:

1. A curriculum broad enough, yet with sufficient depth, to allow education for all of the students;
2. Exploration of new and better means of education;
3. Effectiveness in all phases of the curriculum;
4. Ways and means to encourage professionalism among its staff members;
5. A total program, academic and extracurricular activities, which will contribute to the life-long cultural, social, and leadership qualities of the student;
6. The means whereby the community can make use of its facilities;
7. A means to communicate with the public so as a better understanding of the schools and its needs exist;
8. A staff necessary to fulfill the above objectives; and,
9. Facilities necessary for the above objectives.

### **Section 3 Mutual Respect:**

The Kimball Public Schools expects every staff member and student to be treated with respect and dignity. A show of disrespect toward a staff member or insubordination on the part of the student will not be tolerated.

## Article 2 - School Day

### Section 1 Daily Schedule

The starting and dismissal time for Mary Lynch Elementary School:

7:40 A.M. Breakfast Served  
8:10 A.M. Classes Begin  
3:15 P.M. Prek-1 Dismissal – Monday through Friday  
3:20 P.M. 2-6 Dismissal – Monday through Friday

Students are not to enter the building until 8:00 A.M. unless they are attending the breakfast program. However, in the event of adverse weather conditions, students will be permitted to enter the building.

### Section 2 Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Announcements about other Nebraska school closings are included in Sidney and Scottsbluff radio and Scottsbluff television broadcasts. Students and parents will want to pay special attention to which public school district is being closed.

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given to parents. If school is closed during the day the notice will be broadcast by the media and **parents should have a plan in place to accommodate these circumstances.**

Parental Decisions. **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. The absence will be treated 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 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.

What Not To Do. Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning.** Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather. Every effort will be made to provide accurate and timely information through the media.

---

Emergency Conditions. Kimball Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for an Emergency Exit system, Tornado Warning System, and Critical Incident Response.

If the Kimball area is under adverse weather WARNING at the time of dismissal, students will not be dismissed from school and the busses will not run until the weather warning has been nullified.

### **Section 3      Open-Closed Campus:**

All students are required to remain on campus during the school day, except when Kimball Public Schools receive written parent permission for their son/daughter to leave campus during lunch.

### **Section 4      Preschool Program Plan**

Kimball Public School's Preschool promotes a positive self-concept for each child. Our preschool is focused on developing the whole child. We encourage each child to think, reason, question and experiment every day. Our curriculum is closely tied to the K-12 curriculum and based on the Nebraska State Standards. All students will be assessed using Teaching Strategies GOLD.

#### **Preschool Times:**

Monday-Friday

Morning Session: 8:15 a.m. to 11:15 a.m.

Afternoon Session: 12:15 p.m. to 3:15 p.m.

#### **Home Visits**

Home visits are a requirement for Rule 11. Each student will have 2 home visits per school year. The preschool teacher will schedule the visits with the families at the beginning of each semester.

### **Section 5      After-School Program – ELITE – Empowering Longhorns Inspires Tomorrow's Excellence**

ELITE will operate on school grounds four (4) days per week, Monday through Thursday, directly after school, 3:20 p.m. to 6:00 p.m. beginning August 24th, 2020. ELITE will provide students with the opportunity for educational enrichment as well as assistance with daily homework. We will offer a free nutritious snack and meal that meets the requirements of the USDA National School Lunch Program.

## **Article 3 - Use of Building and Grounds**

### **Section 1      Entering and Leaving the Building**

Beginning of School: Students should not be on school grounds prior to 7:40 a.m. During fair weather conditions students can enter the building at 8:00 a.m. During bad weather the entrance will be open by 7:30 a.m. for students to enter the building. Students are to stay in the gym and are not to go to any other part of the building without permission.

During the School Day: Students are to remain on campus unless excused in accordance with school policies. Upon return to school during the day, students are to report to the school office.

End of School: Our regular school day ends at 3:20 p.m. Make-up work, special help, and assignment after school, club meetings, and other school activities begin at 3:30 p.m. It is important that students who are involved in any of these activities report to the designated area on time. All other students must clear the building as soon as possible.

After School Program: Our 21<sup>st</sup> Century After School Program (ELITE) will provide students additional educational support time outside the regular school day through engagement in student-centered opportunities aligned to school day learning objectives.

#### Pick Up and Drop Off of Students at Mary Lynch

Our purpose is to provide an environment that is safe for all students arriving and leaving school. All students traveling by bus will load and unload on the south side of the Mary Lynch Modular. This area is paved and designated by signs.

All students traveling by car will load and unload on 6th street and in the driveway. The areas will be designated by signs as well as adults at each crosswalk. We discourage you from dropping off your child at any other location around Mary Lynch.

All students walking to and from school will be encouraged to use the crosswalks on 6th street.

### **Section 2      Visitors**

All visitors must report to the office upon entering the front doors of the Mary Lynch Elementary building to sign in, in order to receive a visitor's pass. Parents are welcome at all times, however previous arrangements need to be made with the principal if wanting to visit a classroom or staff member. It is usually best practice if your visit is of relatively short duration approximately 30 minutes or less. This visit is not to be used as a conference with a teacher during school hours. You may make arrangements for conferences before or after school or when a teacher has set a regular scheduled conference time. Please sign in/out at the office upon entering/exiting the front entrance to the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administrators.

### **Section 3      Smoke-Free Environment**

Kimball Public Schools declares all of our schools buildings to be smoke-free. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children. When you attend school events, including athletic events, please remember that our buildings are smoke and tobacco-free and abide by our District's policy.

12

### **Section 4      Care of School Property**

1. Students are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school.

2. Students who disfigure property, break windows or do other damage to school property or equipment will be required to pay for the damage done or replace the item.

Fines are determined on books according to the following criteria:

|                              |                                            |
|------------------------------|--------------------------------------------|
| Lost Book:                   | Replacement cost                           |
| Missing one or both covers:  | Same as lost book                          |
| Missing Page or Torn Page    | 50 cents per page (up to replacement cost) |
| Marks that cannot be erased: | 20 cents per mark (up to replacement cost) |

School-issued items that are stolen or damaged are the responsibility of the student to whom they were issued. Students must pay all fines before they can receive school reports and final grades.

## **Section 5      Searches**

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

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as practicable.
3. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

## **Section 6      District Wide Access Control System and Video Surveillance**

The safety and security of the District's students, staff, physical space and assets is a shared responsibility of all members of the KPS community. In order to meet this obligation, Kimball Public Schools has installed and implemented a district wide access control system with updated procedures for access to facilities. To best facilitate the use of this system, the district has in place procedures for access to facilities. All district facility external doors will be locked during regular school hours. Access-control privileges are determined and assigned by district/school administration based on the specific needs and requirements of the District and the key/card holder. All visitors, parents, vendors and those without access privileges will be required to request access via audio/video intercom, state purpose for access request and be checked in the main offices. Detailed procedures for requesting and granting access are published in school handbooks and the district website at a future date.

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 to District property, and to safeguard District

facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

#### **Section 7      Use of Telephone**

USE OF THE OFFICE PHONE WILL ONLY BE ALLOWED IN AN EMERGENCY OR WHEN A STUDENT IS ILL. There is a public courtesy phone available for student use at Mary Lynch Elementary. The courtesy phone is NOT to be used during class time. Use of the phone is not an excuse to be tardy to class.

#### **Section 8      Bicycles**

Bicycles must be parked in the racks provided. All bicycles should be equipped with locks. The school is not responsible for damage or theft of parts while bicycles are on school property.

#### **Section 9      Student Valuables**

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary and safe-keeping. Even then, the school is not in a position to guarantee that the student's property will not be subject to loss, theft, or damage.

#### **Section 10      Lost and Found**

Students who find lost articles are asked to take them to the office, where the articles can be claimed by the owner. If articles are lost at school, report that loss to office personnel.

#### **Section 11      Accidents**

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

#### **Section 12      Insurance**

Under Nebraska law the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The district does not make recommendations, nor handle the premiums or claims for any insurance company, agent or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

#### **Section 13      Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved and stamped by the Principal's office. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

#### **Section 14      Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal

copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the “fair use” of a copyrighted work, including reproduction “for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research” is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted “fair use,” rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

## **Article 4 – Attendance**

### **Section 1      Attendance Policy**

Regular and punctual student attendance is required. The Board's policies require such attendance, the administration is responsible for developing further attendance rules and regulations, and students and parents are responsible for developing behaviors which will result in regular and punctual student attendance.

### **Section 2      Attendance and Absences**

Absences From School - Definitions. An absence from school will be reported as: (a) an excused absence or (b) an unexcused absence.

1. Excused Absences. Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:
  - a. Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
  - b. Illness which causes a student to be absent from school,
  - c. Doctor or dental appointment which require student to be absent from school,
  - d. Court appearances that are required by a court order and the student is not responsible for needing to be in court,
  - e. School sponsored activities which require students to be absent from school,
  - f. Family trips in which student accompanies parent(s)/legal guardian(s),
  - g. Other absences which have received prior approval from the Principal.

The Principal has the discretion to deny approval for the latter two reasons, depending on circumstances such as the student's number of other absences, the student's academic status, the tests or other projects

which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

2. Unexcused Absences: An absence which is not excused is unexcused. If a student's absence is unexcused the student may receive zeros for any class work missed during the absence, and may be required to make-up work and the time missed.

A student who engages in unexcused absences may be considered truant as per state law, Neb.Rev.Stat. § 79-201. Truancy is a violation of school rules. The consequence of such action may include suspension from classes and the student may be required to make up the time missed. Students who leave the school premises without permission during the school day will be considered truant.

#### Absence Procedure.

For excused absence, you will have one week to make up the work missed. If you have more than one excused absence in a week, you will still only have 5 days to make up the required work missed. If requested, assignment sheets will be prepared for students who are ill. If parents and/or students request assignment sheets the school should be contacted by no later than 9:00 a.m. A student will be considered truant until a parent/guardian contacts the school. After two days with no parent/guardian contact, the absence will be considered unexcused.

Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child age 6 to 16 to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior. Such services shall include, as appropriate, the services listed under the "Excessive Absenteeism" and "Reporting Habitual Truancy" policies.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. The principal will initiate an informational letter to the parent/guardian of the student at that time informing them of the absence rate, the importance of attendance, and specific actions that need to be taken. Additional letters will be sent to the parent/guardian when the student reaches 10 and 15 absences. When a student accumulates 20 absences in the school year, then the County Attorney will be notified and legal action may be taken against the parent/ guardian. The student may also lose a credit hour.

- After 5 absences -- 1<sup>st</sup> communication from the principal
- 10 absences -- 2<sup>nd</sup> communication from the principal – referral to Juvenile Service Coordinator. Establish a collaborative attendance plan.
- 15 absences -- 3<sup>rd</sup> communication from the principal – revisit attendance plan with JSC and parents.
- 20 absences -- Notification of the Kimball County Attorney (legal action may be taken)
- 21<sup>st</sup> absences -- Student may lose one credit hour

Upon the 10<sup>th</sup> day of absence, a letter from the principal's office will be sent to the parent/guardian of the student requiring that they contact the principal to set up a meeting. After the 10<sup>th</sup> day of absence and no

later than the 15<sup>th</sup> day, the meeting with parent/guardian and the principal should have taken place. Upon the 15<sup>th</sup> absence, an additional meeting may be requested.

Upon the 20<sup>th</sup> absence, the County Attorney will be notified and legal action may be taken against the parent/guardian. Upon the 21<sup>st</sup> absence, the student may lose one credit hour and if this happens, arrangements need to be made between the student, his/her parent/guardian, and the principal to make up these credit hours.

Other actions stemming from excessive absenteeism/truancy may include:

1. One or more meetings shall be held between a school attendance officer, Truancy Diversion Officer, or other person designated by the school administration and the parent/guardian and the student to report and attempt to solve the truancy problem. If the parent/guardian refuses to participate in such meeting, the principal shall place in the student's attendance records documentation of such refusal.
2. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.
3. Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the truancy problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
4. Investigation of the truancy problem will be conducted by the school administration to identify conditions which may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the truancy problem.

Reporting Habitual Truancy. Students who accumulate twenty (20) unexcused absences per year shall be deemed to be habitually truant. If the student continues to be or becomes habitually truant, the principal shall serve a written notice to the person violating Neb.Rev.Stat. § 79-201, (i.e., the person who has legal or active charge or control of the student) warning him or her to comply with the provisions of that statute. If within one week after the time such notice is given such person is still violating the school attendance laws or policies, the principal shall file a report with the county attorney of the county in which such person resides.

### **Section 3 Tardiness**

Tardy to School: Students will be considered tardy to school if they are not in their assigned class or ready and attentive in their assigned area by 8:15 a.m.

**For students who receive five unexcused tardies during a quarter; this will result in a ½ day of absence.**

### **Section 4 Leaving School**

Students who must leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose. Students who leave without permission and without signing out in the proper manner will be considered truant.

### **Section 5 Attendance is Required to Participate in Activities**

Students must attend school all day the day of any scheduled school activity in order to participate in the activity. Failure to attend on that day will result in a student being withheld from participation in the activity. The principal retains the right to grant participation should exceptional circumstances prevail.

## **Section 6      Make-up Work**

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required. The time each student is allowed will be determined by mutual agreement between the student and teacher. The student has the responsibility to contact teachers, initially, regarding make-up assignments. If the parents or students have concerns prior to being absent they should contact the teacher/teachers in advance, preferably (3) days.

## **Article 5 - Scholastic Achievement**

### **Section 1      Grading System**

Kimball Public Schools will use the letter grading system for the elementary school as follows:

|     |          |                   |
|-----|----------|-------------------|
| A   | 90 - 100 | Excellent         |
| B   | 80 - 89  | Good              |
| C   | 70 - 79  | Satisfactory      |
| D   | 65 - 69  | Needs Improvement |
| U   | 0 - 64   | Failing           |
| INC |          | Incomplete Work   |

Each teacher should define for students the grading procedures to be used in their classes.

### **Section 2      Promotion, Retention**

The professional staff at Kimball Public Schools will place students at the grade level and in the courses best suited to them academically.

Students will typically progress annually from grade to grade. A student may be retained at a grade level or 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. The building principal will make the final decision.

### **Section 3      Progress Reports**

Various supplemental reports may be sent to parents throughout the school year concerning student's performance. These reports may describe student work of an exceptional nature or work which needs improving. These reports will be sent as the teacher determines.

### **Section 4      Report Cards**

Report cards are issued at the end of each quarter, or nine-week sessions. Letter grades are used to designate a student's progress. Incompletes shall be designated by an "INC". Students have two weeks after the end of the quarter to make up incomplete work. Failure to do so will cause the grade to change to a "U" (Failing). No incompletes will be given at the end of the fourth quarter, as all course work must be completed by the end of the fourth quarter.

### **Section 5      Parent-Teacher Conferences**

Parent-teacher conferences will be held this year during the 3rd and 4<sup>th</sup> Quarter. Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with one or more teachers as needed.

### **Section 6      Honor Roll**

The purpose of the honor roll is to recognize those students who demonstrate academic excellence. Honor rolls will be determined for 1st, 2nd, 3rd and 4th quarters. Students will be recognized accordingly:

- a. Students receiving all "A's" will be classified as students with DISTINCTION.
- b. Students earning a 90 percent or higher will be classified as students with HONOR.
- c. All class grades are figured the same for honor roll status.
- d. Honor roll lists will be published at the end of each quarter.

### **Section 7      Additional Academic Opportunities**

An academic study team, composed of Mary Lynch Elementary staff members and the principal, will brainstorm to come up with alternatives for the classroom teacher and your child. We do not want any student failing any subject area. We will do everything possible to assist your child to be responsible, successful and to be passing all subject areas on the grade card. According to Section 79-258. **Administrative and teaching personnel; authorized actions.** Your child may be asked to stay after school to attend Additional Academic Opportunities to receive additional assistance on their school work.

### **Section 79-258. Administrative and teaching personnel; authorized actions.**

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation.

## **Article 6 - Support Services**

### **Section 1      Special Education Identification and Placement Procedures**

#### What Does Special Education Mean?

Special education means educational experiences, curriculum and services, including transportation, through the use of staff, facilities, equipment and classrooms which have been adapted to provide special instruction for students with disabilities. In addition, special education provides the support services necessary for evaluation, placement and instruction for students with disabilities. These services are free to parents, unless they elect to place their child in a program other than one approved by the school district.

#### How are Students with Disabilities Identified?

The request for permission will include a description of the action to be taken and a description of each evaluation procedure. Written statements showing the results of the evaluation and the reasons for placement in a special education program must be kept on file. Within 30 days after a student has been verified as having a disability, a conference will be held with parents. Advance notice will be given. At the conference, an Individual Education Program (IEP) will be developed.

### Students Who May Benefit

A student verified as having autism, behavior disorder, developmental delay, hearing impairment, intellectual disability, orthopedic impairment, other health impairment, specific learning disability, speech language impairment, traumatic brain injury, or visual impairment may be placed in regular education with support services or may benefit from a special education classroom or service.

### Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

### Reevaluation

Students identified for special education will be reevaluated at least every three years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district shall obtain parental consent prior to conducting any reevaluation of a student with a disability.

### Individual Education Program (IEP)

Each student with a disability must have a written IEP prepared by the staff in cooperation with parents specifying programs and services which will be provided by the schools. If necessary, the district will arrange for interpreters or other assistants to help parents in preparing and understanding the IEP. Once in place, the program is reviewed on a regular basis with the parent.

An IEP is developed in a conference setting. Parents will be notified of the persons who will be in attendance. The IEP conference shall include at least the following:

1. A representative of the school district;
2. An individual who can interpret the instructional implications of evaluation results;
3. One or both parents;
4. The child (when appropriate);
5. At least one regular education teacher if the child is, or may be participating in the regular education environment;
6. At least one special education teacher;
7. A representative of the nonpublic school if the child is attending a nonpublic school;
8. A representative of a service agency if the child is receiving services from an approved service agency; and
9. Other individuals, at the discretion of the parent or school district.

It is permissible for parents to bring other persons to the IEP meeting, but it is a good idea to inform the school before the scheduled meeting. The school district will provide parents with a copy of the IEP.

### Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated with students who do not have disabilities, to the maximum extent possible. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. Determination of a student's educational placement

will be made by a team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities. Team members know the available programs and services which might help the student. Parents are asked for written consent to determine whether or not they approve the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

#### Alternative Programs

Parents have a right to know about available private and public programs, other than those offered by the schools. The school district staff will provide information about those programs on request. If parents place the student in one of those programs, however, the school district is not required to pay for the student's education.

#### Transportation of Students Receiving Special Education

The district special education staff will make arrangements for transportation for eligible students to the extent such is required by the student's IEP. Students assigned to special education programs requiring attendance at schools outside their regular attendance area will be transported. Special conditions may warrant that special education students receive transportation to their assigned schools. If parents are dissatisfied with a transportation decision, they may contact the Superintendent for a review.

#### Access to Student Records

Parents have the right to inspect and review any education records relating to their child which are collected, maintained or used by the school district in providing educational services.

#### Nonpublic School Students

Students in state-approved nonpublic schools may participate in special education programs in the same manner as public school students.

#### Parental Review of Programs

Parents who want to review their child's placement for any reason should request an IEP team meeting. If parents are not satisfied with the results of the conference, they may appeal to the Nebraska Department of Education for a formal hearing to be conducted by a state hearing officer. Parents dissatisfied by the findings and decisions made in a state level hearing have the right to bring civil action.

#### Plans and Budget

With the exception of personally identifiable student records, district special education plans and budgets are available for public inspection.

This is a summary of the Kimball Public Schools district plan for special education students. Anyone interested in obtaining a copy of the complete district policy or a copy of the Nebraska Department of Education Rule 51 (complaint procedures) or Rule 55 (appeal procedures) may contact the Superintendent at the Kimball Public Schools District Offices.

## **Section 2     Guidance Services**

The Kimball Public Schools employs guidance counselor for the purpose of assisting with the District's testing program and to assist with scheduling and for students to discuss problems and resolve conflicts.

### **Section 3 Restorative Practice**

**Restorative Practice Policy:** Our school district supports proactive and reactive evidence-based initiatives to manage student misbehavior. Restorative Practices are grounded in principles and values that: are needs based, hold students accountable, are focused on repairing harms, and support meaningful outcomes. Restorative Practices will be integrated within existing discipline measures and utilized as deemed appropriate.

**Restorative Practice Process:** Restorative Practices reflect the philosophy that when a misdeed occurs within a school, it affects those harmed, those causing the harm, and the wider school community. The goal of Restorative Practices is to address conflict using open and respectful dialogue that focuses on the harm caused and strategies to repair this harm and the relationships of those involved. Restorative Practices can include group conferencing, peer mediation, victim offender mediation, or classroom peace circles, and can be formal or informal. These processes may be handled by district personnel, school resource officers, or others that support the district such as, contractors, ESUs, volunteers, and those serving through Nebraska Supreme Court approved mediation centers. In a Restorative Practice conference, students and parents/guardians agree to the following:

**Constructive Communication:** The goal of restorative practice is to foster new understanding through dialogue that results in a mutually-agreed resolution to the issues at hand. Students and parents agree to speak honestly and to listen respectfully without interruptions. The mediator/facilitator's role is to manage communication and help the parties work to discover solutions that meet the needs and interests of all parties to the fullest extent possible. The mediator/facilitator will not make judgments, give legal advice, or present parties with solutions to their problems.

**Confidentiality, Privileged, and Voluntary Communications:** Pursuant to Neb. Rev. §§43-247.03, parties agree not to record or create transcripts of sessions and acknowledge they are responsible to maintain confidentiality and agree that communications during preparation, process, and follow up will not be shared with others, excepting:

- Agreements reached in the restorative process.
- When written permission by all participants is given.

When statements regarding unreported allegations of child abuse or neglect or threats to harm self or another are revealed. When process information must be shared with funding or referring agencies, such as Diversion, Probation, County Attorneys, or Courts.

**Agreements:** No agreement can be forced upon any party. Parties agree to take responsibility for carrying out any agreements made during the restorative process.

**Program Evaluation:** Participants may be asked to take part in evaluations of the process to comply with reporting requirements.

### **Section 4 Health Services**

#### Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves. When students are sent home for a fever greater than 100°F they are to remain out of school for a minimum of 24 hours without fever-reducing medication. Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

#### Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours. In the event it is necessary that the child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school office.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or manufacturer-labeled bottle. Repackaged medications will not be accepted. All medications also require a physician's authorization to be given at school. The school nurse may limit medications to those set forth in the Physician's Desk Reference (PDR) or at his/her discretion.

For non-prescription medication that must be given on a routine basis by school personnel, parents must provide a signed written consent for the child to be given medication at school. This medicine should also be in its original container and must be left in the school office.

School personnel can occasionally give non-prescription drugs such as non-aspirin, antacid, etc.. Parents must have signed the "Authorization" form indicating what type of non-prescription medication can or cannot be administered to their student.

Students should not dispense any type of medication to another student.

#### School Health Screening

Children in Pre-Kindergarten through fourth grade, as well as children in seventh and tenth grade are screened for vision, hearing, dental defects, height and weight. The screening program also incorporates a BMI calculation. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents are notified of any health concerns as they are identified. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

#### Physical Examination

Evidence of a physical examination by a qualified physician is required within 30 days of enrollment of the child into any Early Childhood Special Education classes, kindergarten and the seventh grade, or in the case of transfer from out of state to any other grade. A parent or guardian who objects may submit a written statement of refusal for his or her child. The statement will be kept in the student's file. Waiver forms are available in the school office.

#### Immunizations

Immunizations against the following diseases are required for every child:

• Measles • Mumps • Rubella • Poliomyelitis • Diphtheria • Pertussis • Tetanus and Varicella

All students in all grades will be required to present evidence of:

- 3 doses of DTP, DTaP, DT, or Td vaccine with one dose given on or after the 4th birthday.
- 3 doses of Polio vaccine
- 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if the student is 11-15 years of age.
- 2 doses of MMR or MMRV vaccine given on or after 12 months of age and separated by one month or more.
- 2 doses of Varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had the varicella disease, they do not need any varicella shots.

Children age 2 through age 5 enrolled in a school-based program not licensed as a childcare provider (i.e., Head Start and Early Childhood Special Education) will be required to present evidence of:

- 4 doses of DTaP, DTP, or DT vaccine
- 3 doses of Polio vaccine
- 1 dose of MMR or MMRV vaccine given on or after 12 months of age
- 3 doses of Hepatitis B vaccine
- 3 doses of HiB vaccine or 1 dose of HiB vaccine given on or after 15 months of age.
- 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.
- 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age.

Students must show proof of immunization upon enrollment in Kimball Public Schools. Any student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations may complete a waiver statement which is available in school health offices.

Students with a signed waiver statement may be excluded from school in the event of a disease outbreak.

#### Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Kimball Public Schools for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

#### Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:

1. Children will be sent home from school for live head lice. In the event the child has TWO cases of live lice in a semester, he or she will be sent home until free of both live lice and nits (eggs).
2. Health office staff will provide written treatment information and instructions, including how to check and identify head lice\*.
3. A child who is sent home from school for head lice should miss no more than two school days.
4. A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
5. A child who returns to class with nits (eggs) will be checked again in 7-10 days.
6. Families are encouraged to report head lice to the school health office.
7. Individual buildings will perform classroom-wide or school-wide head checks as needed in order to control the condition at school.
8. \*Nit removal will be emphasized for effective management of the condition. For more information call the nurse at your child's school.

## **Article 7 - Drugs, Alcohol and Tobacco**

### **Section 1      Drug-Free Schools**

The District implements regulations and practices which will ensure compliance with the Federal Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

#### **Education and Prevention:**

This District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, this District will have proper in-service orientation and training for all employed staff.

#### Drug and Alcohol Use and Prevention.

By this handbook, each student of the District is hereby provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

#### Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations

All students are provided age appropriate, developmentally based drug and alcohol education and prevention programs for all students of the schools. It shall be the policy of the District to require instruction at such grade level concerning the adverse effects resulting from the use of illicit drugs and alcohol. Such instruction shall be designed by affected classroom teachers or as otherwise directed by the Board to be appropriate to the age of the student exposed to such instruction. One of the primary objectives shall be the prevention of illicit drug and alcohol use by students. It shall further be the policy of the District to encourage the use of outside resource personnel such as law enforcement officers, medical personnel, and experts on the subject of drug and alcohol abuse, so that its economic, social, educational, and physiological consequences may be made known to the students of the District.

It shall further be the policy of the District, through the instruction earlier herein referred to, as well as by information and consistent enforcement of the Board's policy pertaining to student conduct as it relates to the use of illicit drugs and the unlawful possession and use of alcohol, that drug and alcohol abuse is wrong and is harmful both to the student and the District, and its educational programs.

#### Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs.

All students shall be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the Guidance Counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

#### Standards of Student Conduct Pertaining to the Unlawful Possession, Use, or Distribution of Tobacco, Illicit Drugs or Alcohol on School Premises or as a Part of Any of the School's Activities.

(In addition to standards of student conduct elsewhere adopted by board policy or administrative regulation to absolutely prohibit the unlawful possession, use, or distribution of tobacco, illicit drugs or alcohol on school premises or as a part of any of the school's activities.) This shall include such unlawful possession, use, or distribution of tobacco, illicit drugs and alcohol by any student of the District during regular school hours or after school hours at school sponsored activities on school premises, at school sponsored activities off school premises.

Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.
9. The possession, use, or distribution of tobacco. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco look-alikes and products intended to replicate tobacco products either by appearance or effect.

It shall further be the policy of the district that violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution.

#### **Drugs and Alcohol Prohibited - Standards of Conduct for Students and Employed Staff:**

The manufacture, possession, selling, dispensing, use or being under the influence of alcohol or any alcoholic beverage or alcoholic liquor on school grounds, or during an educational function, or event off school grounds, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant on school grounds, or during the educational function or event off school grounds, or off school grounds if

there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes on school grounds or during and educational function, or event off school grounds, is prohibited.

The possession, selling, dispensing or use of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes on school grounds or during an educational function, or event off school grounds, is prohibited.

Any prescription or non-prescription drug, medicine, vitamin or other chemical may not be taken unless authorized as stated in the next section on AUTHORIZED USE.

**Authorized Use:**

Any student whose parent or guardian requests that he or she be given any prescription or non-prescription medicine, drug, or vitamin shall provide signed permission by parent or physician.

**Disciplinary Sanctions:**

1. Violation of this policy may result in suspension or expulsion. Prohibited substances will be confiscated and could be turned over to law enforcement authorities. The student may be referred for counseling or treatment. Parents or legal guardian will be notified.
2. If the student is observed to be violating this policy, the student will be escorted to the Principal/Superintendent's office immediately, or if not feasible, the Principal/ Superintendent will be notified. The student's parents or legal guardian will be requested to pick up the student. If it appears there is imminent danger to other students, school personnel, or students involved, the Principal/Superintendent, or such other personnel as authorized by the Principal/Superintendent, may have the student removed by authorized medical or law enforcement personnel.
3. Parents and students shall be given a copy of the standards of conduct and disciplinary sanctions required and shall be notified that compliance with the standards of conduct is mandatory.

**Safe and Drug-Free Schools-- Parental Notice**

NOTICE TO PARENTS: Pursuant to the provisions of the No Child Left Behind Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Article 8 – Student Conduct**

**Student Discipline**

Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline

which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

### **Section 1      Short-Term Suspension**

Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

### **Section 2      Long-Term Suspension**

A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

### **Section 3      Expulsion**

- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school

representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

#### **Section 4    Emergency Exclusion**

A student may be excluded from school in the following circumstances:

- 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 described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after

the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

## **Section 5     Other Forms of Student Discipline**

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

## **Section 6     Student Conduct Expectations**

Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, wellbeing or rights of other students, staff or visitors.

## **Section 7     Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment**

The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school

- purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
  5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
  7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
  8. Public indecency or sexual conduct.
  9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
  10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.

12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such 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.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

## **Section 8      Additional Student Conduct Expectations and Grounds for Discipline**

The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1.    **Student Appearance:** Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a.    Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b.    Shorts, skirts, or skorts that do not reach mid-thigh or longer.
  - c.    Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d.    Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - e.    Head wear including hats, caps, bandannas, and scarves.
  - f.    Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.

- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).
- i. No flip-flops, sandals, or any toeless shoes will be allowed. This is a safety and health issue.

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

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. **Academic Integrity.**

- a. **Policy Statement:** Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. **Definitions:** The following definitions provide a guide to the standards of academic integrity:
  - (1) **"Cheating"** means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

- (a) Tests (includes tests, quizzes and other examinations or academic performances):
- (i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
  - (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulas in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
  - (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (iv) Use of Other Students to Take Test. Having another person take one’s place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

- (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain with the student's.
  - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
  - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) “Contributing” to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

(1) Academic Sanction. The instructor will refuse to accept the student’s work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student’s parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

### 3. Electronic Devices

a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

b. Definitions.

(1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, laptop computers, and other electronic or battery powered

instruments which transmit voice, text, or data from one person to another.

- (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
  - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
  - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
  - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
- (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student does not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.
- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a laptop computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student’s parent when the student has a compelling need to have the device (e.g., a student whose parent is

in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the

student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

- (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
- (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

## **Section 9      Inappropriate Public Displays of Affection (IPDA)**

Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with the Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

## **Section 10      Law Violations**

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to

address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. sections 79-254 to 79-296

### **Article 9 - Due Process Procedure**

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: 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 or 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 or her designee shall serve by registered or certified mail or by personal service 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 five school days following the actual receipt of the written notice, but not more than thirty 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 thirty 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, and the student, 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, and the student, 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 and affidavits and the statements of any witnesses in the possession of the Kimball 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 nor will any conclusion 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, 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, 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 three members shall, within ten 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.

## Article 10 - Harassment and Bullying Policy

It is the policy of Kimball Public Schools that “bullying” type behavior is not tolerated. These guidelines are established to respond specifically to bullying behavior.

- (i) Step One: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school’s opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions that may include expulsion, in the event the conduct is also a violation of other provisions of the student code.
- (ii) Step Two: The second time school personnel become aware of a harassment incident, the student’s parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.
- (iii) Step Three: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, **the school may assign the student to the Harassment Program level** set forth below which the school authorities determine to be appropriate.
- (iv) Step Four: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

Harassment and Bullying Program--Levels: Purpose - All students have the right to attend Kimball Public Schools free from verbal and physical harassment and bullying. The purpose of the Harassment and Bullying Program is to protect students and staff from those who fail or refuse to comply with school guidelines regarding the treatment of others.

- 1. Level I: The guidelines for a Level I placement are listed below.
  - a. The length of the assignment will be for a minimum of two weeks.
  - b. The student will report to the office no later than 7:45 a.m. each morning.
  - c. The student will eat on campus at an assigned table.
  - d. The student will report to an assigned room at the end of the day, and will remain until 4:00 p.m. This will allow all other students to leave the school grounds in safety.
- 2. Level II: The guidelines for this level are listed below.

- a. The length of the assignment will be for a minimum of two weeks.
- b. The student will report to the office no later than 7:45 a.m. each morning.
- c. The student will eat on campus at an assigned table.
- d. The student will report to an assigned room at the end of the day, and remain until 4:00 p.m.

- e. The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.
3. Level III: This is a long-term assignment. The guidelines are listed below.
    - a. All items listed in Level II will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.

## **Article 11 - Network, E-Mail, Internet and Other Computer Use Rules**

### **INSTRUCTION - Policy No. 603.08**

#### Instruction

#### Computer

#### Internet Safety and Acceptable Use Policy

##### **A. Internet Safety Policy**

It is the policy of Kimball Public Schools to comply with the Children's Internet Protection Act (CIPA). With respect to the District's computer network, the District shall: (a) prevent user access to, or transmission of, inappropriate material via Internet, electronic mail, or other forms of direct electronic communications; (b) provide for the safety and security of minors when using electronic mail, chat rooms, and other forms of direct electronic communications; (c) prevent unauthorized access, including so-called "hacking," and other unlawful activities online; (d) prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and (e) implement measures designed to restrict minors' access to materials (visual or non-visual) that are harmful to minors.

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

4. **Supervision and Monitoring.** It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. **Social Networking.** Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. **Adoption.** This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

**B. Computer Acceptable Use Policy**

This computer acceptable use policy is supplemental to the District's Internet Safety Policy.

1. **Technology Subject to this Policy.** This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. **Access and User Agreements.** Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.

The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. **Acceptable Uses.** The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. **Unacceptable Uses.**

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.

- b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters.

Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
  - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  - 6. Users 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 a bug, virus, worm, Trojan horse, or similar name.
  - 7. Users shall not engage in any form of vandalism of the technology resources.
  - 8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
  - 1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  - 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.

3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District’s computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent’s designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children’s Internet Protection Act, 47 USC § 254

FCC Order adopted August 10, 2011

47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)

Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

**Kimball Public Schools**  
**Addition to Student Code of Conduct**  
*Appendix “2”*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT’S AGREEMENT

In order to make sure that all members of Kimball Public School’s community understand and agree to these rules of conduct, Kimball Public Schools asks that you as a student user sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by the Kimball School District, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Kimball Public Schools and access to the Internet. I further understand that any violation of the district guidelines is unethical and may constitute a criminal offense. Should I commit any violation, my access privileges will be revoked. School disciplinary action and/or appropriate legal action will be taken.

I agree not to hold the Kimball Public Schools, any of its employees, or any institution providing network access to Kimball Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name:

Student's Signature:

Date:

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/internet use

## ACCEPTABLE USE OF COMPUTERS AND NETWORKS

### PARENT'S AGREEMENT

In order to make sure that all members of Kimball Public School's community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

I have received a copy of, and have read, the Internet Safety and Acceptable Use Policy adopted by Kimball Public Schools. As the parent or guardian of the student named below, I grant permission for my son or daughter to access networked computer services such as electronic mail (e-mail) and the Internet. I understand that this free access is designed for educational purposes. I also understand that individuals may be held liable for violations of those Terms and Conditions. However, I also recognize that it is impossible to restrict access to all controversial materials and I will not hold Kimball Public Schools responsible for materials acquired or sent via the network.

I agree not to hold the Kimball Public Schools, any of its employees, or any institution providing network access to Kimball Public Schools responsible for the performance of the system or the content of any material accessed through it.

Student's Name:

Parent's Signature:

Date:

This form will be retained on file by authorized  
faculty designee for duration of applicable  
computer/network/Internet use.

## **Article 12 - Positive Behavior Interventions and Supports (PBiS)**

Kimball Jr/Sr High School and Mary Lynch Elementary Schools are PBiS Schools with the established umbrella goals of: **Respect, Responsibility, Effort, and Safety.** Various areas of the school are targeted and positive student expectations are taught and reinforced by the staff. Students are rewarded for meeting these expectations and doing things the correct way. The following are the general expectations for Mary Lynch Elementary School:

### **EXPECTATIONS**

Show **RESPECT** for yourself, others, and school property  
Take **RESPONSIBILITY** for your actions and your choices  
Make the **EFFORT** to be a good student and citizen  
Think **SAFETY** for the good of everyone

#### **RESPECT**

Participate Positively  
Listen to Others  
Wait your turn  
Think before you speak  
Use inside/outside voice appropriately

#### **RESPONSIBILITY**

Be on time  
Be honest  
Be prepared  
Be accountable for your actions  
Use your manners  
Clean up after yourself

#### **EFFORT**

Be prepared  
Listen  
Stay on task  
Do your best everyday

#### **SAFETY**

Keep hands and feet to yourself  
Use equipment and school property appropriately  
Walk  
Practice good hygiene

## **Article 13 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations**

### **Section 1      Student Fees Policy**

#### **STUDENT ACTIVITIES**

**Policy 501.06**

##### **Student Fees**

The board realizes some activities may require additional expenditures which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. (In other special cases where the parent/guardian requests that the student be exempt from charges, the superintendent shall determine granting of waivers.) No fees, specialized or unspecialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

For the purposes of this policy, the following definitions shall apply:

1. Extracurricular activities means student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district;
2. Postsecondary education costs means tuition and other fees associated with obtaining credit from a postsecondary educational institution.

The district may charge student fees or require students to provide specialized equipment or attire in the following areas:

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Postsecondary education costs, limited to tuition and fees associated with obtaining credits from the postsecondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;
5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or pre-kindergarten services in accordance with state statute;
8. Summer school or night school;
9. Breakfast and lunch programs.

The district may also require students to furnish musical instruments for participation in optional music courses that are not extracurricular activities. Students qualifying for free or reduced-price lunches shall be provided with a musical instrument of the school's choice.

Waivers shall be provided to students who qualify for free or reduced-price lunches for fees, specialized equipment and specialized attire required for participation in extracurricular activities.

The superintendent shall establish a Student Fee Fund and ensure that funds collected as fees for the following purposes are properly recorded and deposited to it:

- Participation in extracurricular activities;
- Postsecondary education costs; and
- Summer school or night school.

58

The superintendent shall promulgate regulations outlining the purposes for which fees in these three areas are collected and shall ensure such fees are spent for those purposes.

The superintendent shall promulgate regulations to be published annually in the student handbook authorizing and governing:

1. Any non specialized clothing required for specified courses and activities;
2. Any personal or consumable items a student will be required to furnish for specified activities; and
3. Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.

The superintendent shall also promulgate regulations authorizing and governing the following areas:

1. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
2. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
3. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
4. Deadlines for waivers for all types of fees;
5. Procedures for the handling of fees for students receiving postsecondary education credits;
6. Procedures for handling of fees related to summer school or night school;
7. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy.

The maximum dollar amount of each fee must be specified as part of the administrative procedures policy.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1001.02, Public Involvement.

This policy will be reviewed and re-adopted annually at a regular or special meeting of the board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each household.

## **Article 14 - State and Federal Programs**

### **Section 1 Notice of Nondiscrimination**

Students, parents, employees, volunteers, school patrons, applicants for student admission or employment, sources of referral of applicants for admission and employment, professional organizations holding collective bargaining or professional agreements with the Kimball Public Schools, and all others who interact with Kimball Public Schools are hereby notified that the Kimball Public Schools does not discriminate on the basis of race, color, national origin, sex, age, marital status, religion, or disability in the admission, access to its facilities or programs, treatment, or employment in its programs or activities.

### **Section 2 Designation of Coordinator(s)**

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Kimball Public Schools, 901 S. Nadine St., Kimball, NE 69145, (308)235-2188

| Law, Policy or Program                                                            | Issue or Concern                                                                     | Coordinator                |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------|
| Title VI                                                                          | Discrimination or harassment based on race, color, or national origin; harassment    | Activities Director        |
| Title IX                                                                          | Discrimination or harassment based on sex; gender equity                             | Activities Director        |
| Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA) | Discrimination, harassment or reasonable accommodations of persons with disabilities | Special Education Director |
| Homeless student laws                                                             | Children who are homeless                                                            | Nurse                      |
| Safe and Drug Free Schools and Communities                                        | Safe and drug free schools                                                           | Superintendent             |

### **Section 3 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973**

The following is a description of the rights granted by federal law to qualifying students with disabilities. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
  2. Have the school district advise you of your rights under federal law.
  3. Receive notice with respect to identification, evaluation or placement of your child.
  4. Have your child receive a free appropriate public education.
  5. Have your child receive services and be educated in facilities which are comparable to those provided to every student.
  6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
  7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
- 60
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
  9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.

10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).
11. File a local grievance.

#### **Section 4 Notice Concerning Staff Qualifications**

The Every Student Succeeds Act (2015) gives parents the right to acquire information about the professional qualifications of their child's classroom teachers. Upon request, Kimball 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. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.

We will also, upon request, 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 an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Kimball Public Schools will give timely notice if your 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 Act.

#### **Section 5. Breakfast and Lunch Programs**

##### **FOOD SERVICE**

##### **Food Service Program**

##### **Policy 801.01**

##### **Description of Program**

Kimball Public Schools participate in the National School Lunch and Breakfast programs. Meals are required to meet specific nutritional standards established by the Federal Government. School meals include fruits, vegetables, and whole grain-rich foods. Fat-free and low-fat milk; "right size" meals with portions designed for a child's age; less saturated fat and zero trans fat.

##### **2020-21 School year meal prices**

|           |         |        |
|-----------|---------|--------|
| Breakfast | K-6     | \$1.90 |
|           | 7-12    | \$2.15 |
|           | Reduced | \$.40  |
|           | Adult   | \$2.60 |
| Lunch     | K-6     | \$2.90 |
|           | 7-12    | \$3.15 |
|           | Reduced | \$.50  |
|           | Adult   | \$3.75 |

Ala Carte items are available at additional charges beyond the price of a meal. If you prefer that your child not charge extra items on the account, please contact the food service director.

Summer Breakfast    18 & under                      FREE

|              |            |         |
|--------------|------------|---------|
|              | Adult      | \$ 1.75 |
| Summer Lunch | 18 & under | Free    |
|              | Adult      | \$ 3.25 |

### **MEAL ACCOUNTS**

The district uses a family lunch account system through Infinite Campus where each child in the family is under one account. Lunch accounts are debit accounts; therefore, there must be money in the account in order for the student to use it. The district allows the balance to go no lower than a minus ten dollars (-\$10.00). The cushion balance between zero and minus ten dollars is intended to allow the students to continue to use the account while money is being deposited into the account (Board policy 801.04). The district recommends keeping a positive account balance that accommodates your child or children's particular spending habits. The amount you choose to maintain in your account is a personal choice based on how much monitoring of the account you wish to do.

Your student will be allowed to charge ala carte items to your account as long as there is a positive balance in the account

### **MONITORING OF ACCOUNT BALANCE**

There are multiple ways to monitor the balance of the meal account. The Infinite Campus parent portal and the Infinite campus mobile app both allow you to see the up-to-date balance as well as monitor what your child is buying at school. A weekly email is sent out with balance information. You may also call or email the food service director to check the balance on your account. Phone number is 308-235-4786 and email is [dterrill@kpslonghorns.org](mailto:dterrill@kpslonghorns.org).

### **DEPOSITS FOR MEAL ACCOUNTS**

To make a deposit to your meal account you may send money to the school or deposit money online through the parent portal of Infinite Campus. If you have not previously used the parent portal you will need to contact the school to receive login information.

### **FREE AND REDUCED PRICE MEAL PROGRAM**

A letter and application form for the free or reduced price meal program will be distributed to all households as a part of the school registration material. The letter will contain information on the eligibility standards, procedures for applying, and how an appeal may be filed. Please make sure to fully complete the application and return it to your child's school as soon as possible.

If your household income changes during the school year you may reapply for free or reduced price meals at any time.

A NEW application must be submitted at the beginning of each school year.

### **FOOD SERVICE CONTACT INFORMATION**

If at any time you have questions or concerns about your lunch account or the food service program, contact Danessa Terrill at 308-235-4786 or email [dterrill@kpslonghorns.org](mailto:dterrill@kpslonghorns.org).

### **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 onlineat:** [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

## **FOOD SERVICE**

## **Policy 801.02**

### **Meal Charge Policy**

It is the policy of the District to comply with the National School Lunch Program and School Breakfast Program and all other federal grant programs that provide free or reduced meals to qualifying students.

### **Student Eligibility**

Families of students who may be eligible for free or reduced price school meals should submit an application to determine their eligibility. Applications are available through the Superintendent or Superintendent's designee. As long as an application is submitted on or after July 1, the application will be considered current for the new school year. A student may become eligible for free or

reduced meals at any time during the school year if the household experiences a change in financial circumstances.

### **Meal Account Balances**

The District will ensure that families can check their meal account balances in a manner other than exclusively online. The District will ensure that at least one form of meal account payment is free of charge. The District encourages families to pre-pay without charge for free or reduced price meals. Notwithstanding the option to pre-pay, students and families will have a method to add funds during the school day. Any balance remaining in a pre-paid account shall carry over into the next month. Households approved for free or reduced price meals with funds remaining in their meal account at the end of the school year shall receive a refund upon request. When a student leaves the District or graduates, the District shall attempt to contact the student's household to return any funds remaining in the student's meal account. Unpaid meal charges may be carried over at the end of the school year as a delinquent debt and the District shall undertake reasonable collection efforts to collect unpaid meal charges classified as delinquent debt, pursuant to and in compliance with state and federal law. The District shall maintain records of its collection efforts and, once delinquent meal charges are converted to bad debt, its documentation establishes and handles the bad debt.

### **Student Confidentiality**

The District will disclose individual student eligibility information only to those persons (and organizations) who require the information in order to carry out an activity specifically authorized by the National School Lunch Act, subject to applicable legal exceptions. The District shall not use or implement any colored or coded meal cards, tickets, tokens, or other methods of payment that would overtly identify a student as being eligible for free or reduced price meals.

### **Distribution Annually**

This policy shall be provided in writing to all students' households at the start of each school year and to households transferring to the District during the school year. This policy shall also be provided annually to District staff members responsible for the enforcement of this policy, including food service professionals. The Superintendent or the Superintendent's designee shall maintain documentation of the annual distribution of this policy to students' households and District staff. Legal Reference:

Richard B. Russell National School Lunch Act (42 U.S.C. § 1751); U.S.D.A. Memorandum SP 57-2016.

Date of Adoption: February 11, 2019

## **STUDENT HEALTH**

**Policy 505.06**

### **Section 6 Kimball Public Schools Wellness Policy**

The Kimball Public School District desires to promote healthy students and healthy living by supporting good nutrition, nutrition education, and regular physical activity. The district strives to promote student health and reduce childhood obesity. The district will achieve the goals of this policy by:

- A. Involving parents, students, board members, administrators, teachers, health professionals, and other interested members of the community in the development, monitoring, and review of the policy.
- B. Developing goals for nutrition education, physical activity, and other school-based activities that are designed to promote student wellness.

Therefore, the board adopts the following School Wellness Policy

**1. Goals to Promote Student Wellness**

The District has established the following student wellness goals that are designed to promote student wellness in a manner that the District determines to be appropriate:

- a. Nutrition Education. To implement a curriculum that meets or exceeds the health and nutrition education objectives established by the Nebraska Department of Education.
- b. Physical Activity. To implement a curriculum that meets or exceeds the health and physical education objectives established by the Nebraska Department of Education.
- c. Other School Activities. To offer other suitable opportunities for students to engage in health-promoting activities.
- d. Social and Emotional Well Being. Programs and services that support and value the social and emotional wellbeing of students, families, and staff to build a healthy school environment.

The Superintendent or designee shall establish such further goals as are determined appropriate to meet the stated mission.

**2. Nutrition Guidelines**

Nutrition guidelines have been selected by the District for all foods available in each school building during the school day with the objective of promoting student health and reducing childhood obesity. The guidelines are as follows: (1) school breakfast and lunch programs will be offered which meet or exceed the requirements of federal and state law and regulatory authorities and (2) no foods in competition with the school lunch or breakfast program shall be sold or otherwise made available to students anywhere on school premises during the period of one-half hour prior to the serving period for breakfast and lunch and lasting until one-half hour after the serving of breakfast and lunch. The Superintendent or designee shall establish such further nutrition guidelines as are determined appropriate to meet the stated mission.

**3. Assurance for Reimbursable School Meals**

The District gives the assurance that the District's guidelines for reimbursable school meals shall not be less restrictive than regulations and guidance issued by the Secretary of Agriculture pursuant to subsections (a) and (b) of section 10 of the Child Nutrition Act (42 U.S.C. 1779) and sections 9(f)(1) and 17(a) of the Richard B. Russell National School Lunch Act (42 U.S.C. 1758(f)(1), 1766(a)), as those regulations and guidance apply to the District.

**4. Plan for Measuring Implementation and Designation of Responsible Persons**

The Superintendent or the Superintendent's designee is charged with operational responsibility for ensuring that the school meets the Wellness Policy. The Superintendent or designee shall measure implementation of the Wellness Policy by conducting periodic reviews or receiving periodic reports.

**5. Development of Policy**

The District assures that development of the Wellness Policy involved parents, students, representatives of the District's nutrition services department, the school board, school

administrators, and the public.

Legal Reference: The Child Nutrition and WIC Reauthorization Act of 2004, 42 USC 1751; Regulations and Procedures for Accreditation of Schools, NDE Rule 10; National School Lunch Program, 42 U.S.C §§1751-1760, 1770; 7 CFR § 210

## **Section 7      School-Parent Learning Compact**

### **Mary Lynch Elementary School**

This Title I School-Parent Compact has been jointly developed with parents and outlines how parents, the entire 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 academic standards. At the annual parent-teacher conferences the compact shall be discussed as it relates to the individual child's achievement.

#### **Teacher/School:**

*It is important that students achieve. I agree to do the following:*

1. Provide high-quality curriculum and instruction in a supportive and effective learning environment to enable children to meet the challenging state academic standards.
2. Regularly communicate with parents on their child's progress.
3. Demonstrate professional behavior and positive attitude.
4. \_\_\_\_\_

Teacher Signature \_\_\_\_\_

#### **Parent/Caring Adult:**

*I want my child to achieve; therefore I will encourage him/her by doing the following:*

1. Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
2. Support your child's learning—volunteer in their classroom; participate, as appropriate, in decisions related to their education, guide positive use of extracurricular time.
3. Make sure my child is at school every day and on time, unless he/she is ill.
4. Provide a quiet place and time to do schoolwork and encourage my child to complete schoolwork.
5. \_\_\_\_\_
6. Parent Signature \_\_\_\_\_

**Student:**

*I know my education is important to me. It is important that I work to the best of my ability. I agree to do the following:*

1. Be at school every day and on time unless I am sick.
2. Come to school each day prepared with supplies and an attitude to learn.
3. Be responsible for my own behavior.
4. Respect and cooperate with other students and adults.
5. Return completed school work on time.
6. \_\_\_\_\_

Student Signature \_\_\_\_\_

## **Combined District and School**

### **Section 8 Title 1 Parent and Family Engagement Policy**

Kimball Public Schools intends to follow the Title I parent and Family Engagement Policy guidelines in accordance with federal law, *Section 116(a-f)* ESSA, (Every Student Succeeds Act) of 2015.

#### **In General**

The written District parent and family engagement policy has been developed jointly with, updated periodically and distributed to parents and family members of participating children and the local community in an understandable and uniform format. This policy agreed on by such parents describes the means for carrying out the requirements as listed below.

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.

- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- 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.

Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

### **El Contrato entre la Escuela y Los Padres**

Mary Lynch Escuela Primaria

Este contrato Título Uno entre la Escuela y los padres ha sido desarrollado juntamente con los padres y resume cómo los padres, el personal de la escuela entera, y los estudiantes compartirán la responsabilidad para mejorar el logro académico estudiantil y las maneras por el cual la escuela y los padres construirán y desarrollarán una colaboración para ayudar a hijos ganen las normas más alta del Estado. A las conferencias anuales entre los padres y los maestros el compacto estará discutido como relaciona al logro del hijo individual.

#### **Maestro / Escuela**

*Es importante que los estudiantes logren. Yo estoy de acuerdo hacer las siguientes:*

1. Proveer el currículo e instrucción más alto en un ambiente aprendizaje que es apoyo y eficaz para los hijos cumplir los normas académicas desafiantes del Estado.
2. Comunicar regularmente con los padres en el progreso de su hijo.
3. Demostrar conducta profesional y un actitud positivo.

4. \_\_\_\_\_  
La firma del maestro(a) \_\_\_\_\_

#### **Padres / Adulto cuidado**

*Yo deseo que mi hijo lograr; por eso yo incentivaré él / ella por haciendo los siguientes:*

1. Comunicar y trabajar con maestros y el personal escolar en una base en curso ser involucrado y apoyado del aprendizaje de mi hijo.

2. Apoyar el aprendizaje de su hijo – se ofreciendo en su sala de clase; participe, como apropiado, en decisiones están relacionado a su educación, guíe uso positivo del tiempo extracurricular.
3. Asegurar mi hijo es a la escuela todos los días y a tiempo, a menos que él / ella está enfermo.
4. Proveer un lugar silencioso y tiempo para hacer tarea e incentive a mi hijo cumplir la tarea.
5. \_\_\_\_\_

La firma de los Padres \_\_\_\_\_

### **Estudiante**

*Yo se que mi educación es importante para mi. Es importante que yo trabajo a la mejor de mi habilidad. Yo estoy de acuerdo hacer las siguientes:*

1. Estar a la escuela todos los días y a tiempo a menos que estoy enfermo.
2. Ven a la escuela cada día preparado con materias y un actitud para aprender.
3. Estar responsable para mi comportamiento.
4. Respetar y cooperar con otros estudiantes y adultos.
5. devolver trabajo escolar completa a tiempo.
6. \_\_\_\_\_

La firma del estudiante \_\_\_\_\_

## **Una combinación del Distrito y la Escuela La Política de Título Uno Para La Compromiso de Los Padres y La Familia**

El Distrito Escolar de Kimball, NE tiene la intención a seguir La Política de Título Uno para la Participación de los Padres en consonancia con los leyes federales, **Section 1116(1-f) ESSA, (Every Student Succeeds Act) of 2015.**

### **En General**

El documento del Distrito *‘La Política de Título Uno para la Participación de los Padres’* ha ido desarrollo juntamente con, actualizado periódicamente y distribuido a los padres y los miembros de la familia de los hijos lo quien están participando y la comunidad local en un formato que es comprensible y uniforme.

- Los padres y los miembros de la familia de todos estudiantes están bienvenido e incentivado hacerse involucrado con la escuela y educación de sus hijos; esta incluye los padres y los miembros de la familia lo quienes tienen competencia limitada en inglés, alfabetización limitada, desventura en economía, tienen discapacidades, fondo de raza o étnica minoría o hijos de migrantes.
- Los padres están involucrado en la planeando, el repaso, evaluación y la mejora del programa de Título Uno, La política del compromiso y el pacto entre la escuela y los padres en una junta anual con los padres lo que está concertado a un tiempo conveniente. Esta estará incluir la planeando y implementación de actividades efectiva para los padres y la familia.
- Conduce, con involucradamente significada de los padres y la familia, una evaluación anual del contenido y la efectividad de *‘La Política de Título Uno para la Participación de los Padres’*. Usa los resultados de la evaluación para diseñar las estrategias lo que son basó en evidencia para involucradamente de los padres que es muy efectiva, y para revisar *‘La Política de Título Uno para la Participación de los Padres’*.
- Oportunidades están proveído para los padres y los miembros de familia para participar en las decisiones que están relacionado la educación de los hijos. La escuela y la agencia educacional local proveerán otro apoyo razonable para las actividades involucradamente paterno.
- Los padres de los hijos están participando estarán proveído información sobre los programas debajo este parte, una descripción y explicación del currículo en uso, las formas de evaluación académica usó para medir el progreso estudiantil y niveles de logro de los criterios académicos desafiantes del estado. La escuela proveerá asistencia, oportunidades, y / o materiales y entrenamiento para ayudar a los padres trabajan con sus hijos para mejorar el logro de sus hijos en un formato, y cuando viable, en una lengua que los padres y los miembros de la familia pueden entender.
- Eduque los maestros, el personal especializado instruccional apoyo, directores de la escuela, y otros líderes escolares, con la asistencia de los padres en el valor y utilidad de contribuciones de los padres, como contactar, comunicar con y trabajar con los padres como parejas iguales.

Coopere e integre los programas y las actividades de involucradamente paterno con otro programas de Federal, Estado y local, incluyendo los programas preescolar que incentivan y apoyan los padres en una participación más completa en la educación de sus hijos.

**RECEIPT OF 2020-2021 PARENT-STUDENT HANDBOOK  
OF MARY LYNCH ELEMENTARY SCHOOL**

This signed receipt acknowledges that the 2020-2021 Parent-Student Handbook of Mary Lynch Elementary School is accessible on the Kimball Public Schools website at [www.kpslonghorns.org](http://www.kpslonghorns.org) or a hard copy can be requested at the Mary Lynch office. This receipt acknowledges that it is understood that the handbook contains student conduct and discipline rules and school board computer policy 603.08. The undersigned, as student, agrees to follow such conduct and discipline rules and computer policies. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook, which should be used to responding to harassment or discrimination.

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

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

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

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Parent or Legal Guardian's Signature

Return to:

Jamie Soper, Elementary Principal/Special Education Director  
Mary Lynch Elementary School  
1000 E. 6<sup>th</sup> Street  
Kimball, NE 69145

# 2020-2021

## PARENT-STUDENT

## HANDBOOK OF

## KIMBALL JR/SR HIGH

## TABLE OF CONTENTS

|                                                                |    |
|----------------------------------------------------------------|----|
| Foreword .....                                                 | 5  |
| Section 1 Intent of Handbook.....                              | 5  |
| Section 2 Members of the Board of Education .....              | 5  |
| Section 3 Administrative Staff .....                           | 5  |
| Section 4 Teaching Staff .....                                 | 6  |
| Section 5 Support Staff .....                                  | 7  |
| Section 6 School Safety and Security:.....                     | 7  |
| Section 7 School Calendar .....                                | 7  |
| Article 1 – Mission and Goals .....                            | 9  |
| Section 1 School Mission and Vision Statements.....            | 9  |
| Section 2 Goals and Objectives.....                            | 9  |
| Section 3 Mutual Respect.....                                  | 9  |
| Section 4 Multicultural Policy (Board Policy 602.01) .....     | 10 |
| Section 5 Complaint Procedures (Board Policy 401.18).....      | 11 |
| Section 5 Severe Weather and School Cancellations.....         | 15 |
| Section 6 Open-Closed Campus.....                              | 16 |
| Article 3 - Use of Building and Grounds .....                  | 17 |
| Section 1 Entering and Leaving the Building.....               | 17 |
| Section 2 Visitors .....                                       | 17 |
| Section 3 Smoke-and Tobacco-Free Building.....                 | 17 |
| Section 4 Care of School Property .....                        | 17 |
| Section 5 Lockers .....                                        | 18 |
| Section 6 Searches of Lockers and Other Types of Searches..... | 18 |
| Section 7 Video Surveillance .....                             | 19 |
| Section 8 Use of Telephone .....                               | 19 |
| Section 9 Bicycles .....                                       | 19 |
| Section 10 Vehicles.....                                       | 19 |
| Section 11 Student Valuables.....                              | 19 |
| Section 12 Lost and Found.....                                 | 19 |
| Section 13 Accidents.....                                      | 19 |
| Section 14 Laboratory Safety Glasses and Safety Equipment..... | 20 |

|                                                                  |                                                                     |    |
|------------------------------------------------------------------|---------------------------------------------------------------------|----|
| Section 15                                                       | Insurance .....                                                     | 20 |
| Section 16                                                       | Bulletins and Announcements.....                                    | 20 |
| Section 17                                                       | Copyright and Fair Use Policy .....                                 | 20 |
| Article 4 – Attendance .....                                     |                                                                     | 21 |
| Section 1                                                        | Attendance Policy.....                                              | 21 |
| Section 2                                                        | Attendance and Absences.....                                        | 21 |
| Section 3                                                        | Tardiness .....                                                     | 23 |
| Section 4                                                        | Leaving School.....                                                 | 23 |
| Section 5                                                        | Attendance is Required to Participate in Activities .....           | 23 |
| Section 6                                                        | Make-up Work .....                                                  | 23 |
| Section 7                                                        | Incentive Program .....                                             | 24 |
| Article 5 - Scholastic Achievement .....                         |                                                                     | 25 |
| Section 1                                                        | Grading System .....                                                | 25 |
| Section 2                                                        | Homework, Intervention Period, Study Hall and Homework Hour .....   | 25 |
| Section 3                                                        | Graduation Requirements.....                                        | 27 |
| Section 4                                                        | Promotion and Retention.....                                        | 28 |
| Section 5                                                        | Student Classification.....                                         | 28 |
| Section 6                                                        | Promotion and Retention of Junior High Students .....               | 28 |
| Section 7                                                        | Schedule Changes .....                                              | 29 |
| Section 8                                                        | Progress Reports.....                                               | 29 |
| Section 9                                                        | Report Cards.....                                                   | 29 |
| Section 10                                                       | Parent-Teacher Conferences.....                                     | 29 |
| Section 11                                                       | Principal’s Merit Roll.....                                         | 29 |
| Section 12                                                       | Honor Roll.....                                                     | 29 |
| Section 13                                                       | National Honor Society .....                                        | 30 |
| Section 14                                                       | Junior High Sports/PE.....                                          | 31 |
| Section 15                                                       | VALTS .....                                                         | 31 |
| Article 6 - Support Services .....                               |                                                                     | 32 |
| Section 1                                                        | Special Education Identification And Placement Procedures .....     | 32 |
| Section 2                                                        | Guidance Services .....                                             | 34 |
| Section 3                                                        | Health Services.....                                                | 34 |
| Article 7 - Drugs, Alcohol and Tobacco .....                     |                                                                     | 37 |
| Section 1                                                        | Drug-Free Schools.....                                              | 37 |
| Article 8 - Student Rights, Conduct, Rules and Regulations ..... |                                                                     | 40 |
| Section 1                                                        | Student Conduct and Discipline Policies .....                       | 40 |
| Part 1                                                           | Forms of School Discipline .....                                    | 40 |
|                                                                  | Short-Term Suspension:.....                                         | 40 |
|                                                                  | Long-Term Suspension: .....                                         | 40 |
|                                                                  | Expulsion: .....                                                    | 41 |
|                                                                  | Other Forms of Student Discipline: .....                            | 42 |
| Part 2                                                           | Student Conduct.....                                                | 42 |
|                                                                  | Grounds for Suspensions, Expulsion or Mandatory Reassignment: ..... | 42 |
| Part 3                                                           | Additional Student Conduct Rules: .....                             | 45 |
|                                                                  | Student Appearance Policy: .....                                    | 45 |

|                                                                                    |           |
|------------------------------------------------------------------------------------|-----------|
| Harassment and Bullying Policy:.....                                               | 46        |
| Inappropriate Public Displays of Affection (IPDA): .....                           | 47        |
| Academic Integrity.....                                                            | 47        |
| Electronic Devices .....                                                           | 49        |
| Dating Violence .....                                                              | 51        |
| Specific Rule Items: .....                                                         | 51        |
| Network, E-Mail, Internet and Other Computer Use Rules (Board Policy 603.08) ..... | 52        |
| <b>Kimball Public Schools Electronic Mobile Device Policy and Procedures.....</b>  | <b>55</b> |
| 1. MOBILE DEVICE SPECIFICATIONS.....                                               | 56        |
| 2. RECEIVING AND CHECK-IN OF YOUR MOBILE DEVICE.....                               | 56        |
| 2.1 Receiving Your Mobile Device .....                                             | 56        |
| 2.2 Mobile Device Check-in.....                                                    | 56        |
| 2.3 Check-in Fines .....                                                           | 56        |
| 3. CARE OF YOUR MOBILE DEVICE .....                                                | 56        |
| 3.1 General Precautions .....                                                      | 56        |
| 3.2 Storing Your Mobile Device .....                                               | 57        |
| 3.3 Transporting or Carrying Your Mobile Device .....                              | 57        |
| 3.4 Screen Care .....                                                              | 57        |
| 4. USING YOUR MOBILE DEVICE AT SCHOOL .....                                        | 58        |
| 4.1 Mobile Devices Left at Home.....                                               | 58        |
| 4.2 Mobile Device Undergoing Repair.....                                           | 58        |
| 4.3 Charging Your Mobile Device's Battery.....                                     | 58        |
| 4.4 Screensavers/Background Photos .....                                           | 58        |
| 4.5 Sound, Music, Games, or Programs .....                                         | 58        |
| 4.6 Printing .....                                                                 | 59        |
| 4.7 Home Internet Access .....                                                     | 59        |
| 5. MANAGING CONTENT AND SAVING WORK .....                                          | 59        |
| 5.1 Saving to the Mobile Device .....                                              | 59        |
| 5.2 Network Connectivity.....                                                      | 59        |
| 6. APPS AND DIGITAL BOOKS .....                                                    | 59        |
| 6.1 Kimball Public Schools Installed Apps .....                                    | 59        |
| 6.2 Student Installation of Apps .....                                             | 60        |
| 6.3 Inspection.....                                                                | 60        |
| 6.4 Procedure for Reloading Apps.....                                              | 60        |
| 6.5 App Upgrades .....                                                             | 60        |
| 6.6 Digital Books .....                                                            | 60        |
| 7. ACCEPTABLE USE.....                                                             | 60        |
| 7.1 Parent/Guardian Responsibilities and Terms .....                               | 61        |
| 7.2 School Responsibilities .....                                                  | 61        |
| 7.3 Student Responsibilities .....                                                 | 61        |
| 7.4 Student Activities Strictly Prohibited .....                                   | 62        |
| 7.5 Student Discipline.....                                                        | 63        |
| 8. REPAIRS AND REPLACEMENTS: RELATED COSTS .....                                   | 64        |
| 8.1 Repairs or Replacement Costs .....                                             | 64        |
| 9. OTHER MOBILE DEVICES THAT REMAIN IN SCHOOL .....                                | 65        |

|                                                                                        |                                                                      |     |
|----------------------------------------------------------------------------------------|----------------------------------------------------------------------|-----|
| 10.                                                                                    | BYOD (Bring Your Own Device).....                                    | 65  |
| Part 4                                                                                 | Reporting Student Law Violations .....                               | 69  |
| Part 5                                                                                 | Disciplinary Point System – 100 Point Maximum.....                   | 69  |
| Part 6                                                                                 | Due Process Procedure.....                                           | 75  |
| Part 7                                                                                 | Positive Behavior interventions and Supports (PBIS).....             | 78  |
| Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules, and Regulations..... |                                                                      | 83  |
| Section 1                                                                              | Extra-Curricular programs .....                                      | 83  |
| Section 2                                                                              | Activity Philosophy .....                                            | 83  |
| Section 3                                                                              | Activity Code of Conduct.....                                        | 84  |
| Section 4                                                                              | Random Drug Testing Policy for Students in Grades 7-12.....          | 88  |
| Section 5                                                                              | "Team Selection" and "Playing Time" .....                            | 96  |
| Section 6                                                                              | Academic Grade Standard for Activities Participation .....           | 96  |
| Section 7                                                                              | School Dances/Parties (Including Prom) .....                         | 97  |
| Section 8                                                                              | Student Fees Policy (Board Policy 501.06 and 501.07).....            | 97  |
| Article 10 - State and Federal Programs .....                                          |                                                                      | 104 |
| Section 1                                                                              | Notice of Nondiscrimination .....                                    | 104 |
| Section 2                                                                              | Designation of Coordinator(s).....                                   | 104 |
| Section 3                                                                              | Anti-discrimination & Harassment Policy .....                        | 104 |
| Section 4                                                                              | Notice to Parents of Rights Afforded by Section 504 .....            | 106 |
| Section 5                                                                              | Notification of Rights Under FERPA .....                             | 106 |
| Section 6                                                                              | Notice Concerning Disclosure of Student Recruiting Information ..... | 108 |
| Section 7                                                                              | Notice Concerning Staff Qualifications .....                         | 108 |
| Section 8                                                                              | Student Privacy Protection Policy .....                              | 108 |
| Section 9                                                                              | Parental Involvement Policy (Board Policy 1001.02).....              | 111 |
| Section 10                                                                             | Homeless Students Policy (Board Policy 502.08).....                  | 112 |
| Section 11                                                                             | Breakfast and Lunch Programs (Board Policy 801.01).....              | 112 |
| RECEIPT OF 2019-2020 PARENT-STUDENT HANDBOOK .....                                     |                                                                      | 116 |

**Kimball Jr/Sr High School  
Parent-Student Handbook  
2019-2020 School Year**

**Foreword**

**Section 1      Intent of Handbook**

This handbook is intended to be used by parents, students, and staff as a guide to the rules, regulations, and general information about Kimball Jr/Sr High School. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

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

**Section 2      Members of the Board of Education**

| <b>Name</b>                        | <b>Contact Information</b> |
|------------------------------------|----------------------------|
| Heather Norberg, President         | hnorberg@kpslonghorns.org  |
| Carrie Tabor, Vice-President       | ctabor@kpslonghorns.org    |
| Matthew Shoup, Secretary/Treasurer | mshoup@kpslonghorns.org    |
| Travis Cook, Member                | tcook@kpslonghorns.org     |
| Clint Cornils, Member              | ccornils@kpslonghorns.org  |
| Lynn Vogel, Member                 | lvogel@kpslonghorns.org    |

**Section 3      Administrative Staff**

| <b>Name</b>     | <b>Position</b>        | <b>E-Mail</b>              |
|-----------------|------------------------|----------------------------|
| Trevor Anderson | Superintendent         | tanderson@kpslonghorns.org |
| Danielle Reader | Secondary Principal    | dreader@kpslonghorns.org   |
| Jamie Soper     | Elementary Principal   | jsoper@kpslonghorns.org    |
| Wade Brashear   | Counselor (7 – 12)     | wbrashear@kpslonghorns.org |
| Travis Terrill  | Technology Coordinator | tterrill@kpslonghorns.org  |
| Kenneth Smith   | Activities Director    | ksmith@kpslonghorns.org    |

|                 |                                            |                           |
|-----------------|--------------------------------------------|---------------------------|
| Danessa Terrill | Food Service Director                      | dterill@kpslonghorns.org  |
| Gregg Fossand   | Transportation/Building & Grounds Director | gfossand@kpslonghorns.org |
| Tyler Garrett   | Maintenance                                | tgarrett@kpslonghorns.org |
| Melissa Reich   | School Nurse                               | mreich@kpslonghorns.org   |
| Sandy Faden     | Administrative Assistant                   | sfaden@kpslonghorns.org   |
| Jen Wise        | Attendance Secretary                       | jwise@kpslonghorns.org    |

#### **Section 4      Teaching Staff**

| <b>Name</b>        | <b>Department</b>          | <b>E-Mail</b>               |
|--------------------|----------------------------|-----------------------------|
| Ben Aarestad       | Physical Education         | baarestad@kpslonghorns.org  |
| Aaron Beyer        | Art / Publications         | abeyer@kplonghorns.org      |
| Wade Brashear      | Counselor/Media Specialist | wbrashear@kpslonghorns.org  |
| Katie Culek        | Special Education          | kculek@kpslonghorns.org     |
| Jeri Ferguson      | Social Science             | jferguson@kpslonghorns.org  |
| Ashley Heidemann   | English                    | aheidemann@kpslonghorns.org |
| Kristi Hiles-Smith | Instrumental Music         | khsmith@kpslonghorns.org    |
| Jacob Hoffman      | Vocal Music                | jhoffman@kpslonghorns.org   |
| Tiffany Johnson    | Special Education          | tjohnson@kpslonghorns.org   |
| Stephanie Kitchens | Mathematics                | skitchens@kpslonghorns.org  |
| Christine Lewis    | Spanish                    | clewis@kpslonghorns.org     |
| Luke Maas          | Science                    | lmaas@kpslonghorns.org      |
| Arlen Mekelburg    | Science                    | amekelburg@kpslonghorns.org |
| Gene Mohr          | Industrial Arts            | gmohr@kpslonghorns.org      |
| Carolyn Montgomery | Language Arts              | montgoc@kpslonghorns.org    |
| Mary Schutz        | Family Consumer Science    | mschutz@kpslonghorns.org    |
| Kenneth Smith      | Social Science             | ksmith@kpslonghorns.org     |
| Samantha Walter    | Language Arts              | swalter@kpslonghorns.org    |
| Sally Wheeler      | Vocational Agriculture     | swheeler@kpslonghorns.org   |
| Fred Williams      | Mathematics                | fwilliams@kpslonghorns.org  |

## **Section 5      Support Staff**

| Name                    | Position         | E-Mail                     |
|-------------------------|------------------|----------------------------|
| Dakota Kuhns            | Paraprofessional | dkuhns@kpslonghorns.org    |
| Tammy Shields           | Paraprofessional | tshields@kpslonghorns.org  |
| Tamara Johnson          | Paraprofessional | tmjohnson@kpslonghorns.org |
| Andrew McCloud          | Paraprofessional | amcccloud@kpslonghorns.org |
| Shannon Klemt           | Custodian        |                            |
| Lesia Calvin            | Custodian        |                            |
| James Klemt             | Custodian        |                            |
| Sarah Malson            | Food Service     |                            |
| Shawwna Allen-Bojorquez | Food Service     |                            |

## **Section 6      School Safety and Security:**

The safety and security of the District's students, staff, physical space and assets is a shared responsibility of all members of the KPS community. To meet this obligation, Kimball Public Schools has installed and implemented a district wide access control system. To best facilitate the use of this system, the district has put in place updated procedures for access to facilities. All district facility external doors are locked during regular school hours. Access--control privileges are determined and assigned by district/school administration based on the specific needs and requirements of the District and the key/card holder. All visitors, parents, vendors and those without access privileges will be required to request access via audio/video intercom, state purpose for access request and be checked in a main offices. Detailed procedures for requesting and granting access will be published in school handbooks and the district website at a future date.

## **Section 7      School Calendar See the following page**

## KIMBALL PUBLIC SCHOOLS 2020-2021 CALENDAR

| AUGUST 2020 |    |    |    |    |    |    |
|-------------|----|----|----|----|----|----|
| S           | M  | T  | W  | Th | F  | S  |
|             |    |    |    |    |    | 1  |
| 2           | 3  | 4  | 5  | 6  | 7  | 8  |
| 9           | 10 | 11 | 12 | 13 | 14 | 15 |
| 16          | 17 | 18 | 19 | 20 | 21 | 22 |
| 23          | 24 | 25 | 26 | 27 | 28 | 29 |
| 30          | 31 |    |    |    |    |    |

13 - New Employee Orientation  
14-17-18- Inservice  
19 - First Day of School  
9 Student Days/12 Staff Days

| SEPTEMBER 2020 |    |    |    |    |    |    |
|----------------|----|----|----|----|----|----|
| S              | M  | T  | W  | Th | F  | S  |
|                |    | 1  | 2  | 3  | 4  | 5  |
| 6              | 7  | 8  | 9  | 10 | 11 | 12 |
| 13             | 14 | 15 | 16 | 17 | 18 | 19 |
| 20             | 21 | 22 | 23 | 24 | 25 | 26 |
| 27             | 28 | 29 | 30 |    |    |    |

7 - Labor Day  
11 - 12:00 p.m. out (Cross Country Home Meet)  
21 Student Days/21 Staff Days

| OCTOBER 2020 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | Th | F  | S  |
|              |    |    |    | 1  | 2  | 3  |
| 4            | 5  | 6  | 7  | 8  | 9  | 10 |
| 11           | 12 | 13 | 14 | 15 | 16 | 17 |
| 18           | 19 | 20 | 21 | 22 | 23 | 24 |
| 25           | 26 | 27 | 28 | 29 | 30 | 31 |

9- 12:00 p.m. out (Jr High Quiz Bowl)(Staff PD in PM)  
16- End of First Quarter (42)  
19 - Start of 2nd Quarter  
21-22 P-T Conference (4:30-8:00)  
23 - No School  
21 Student Days/21 Staff Days

| NOVEMBER 2020 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
| 1             | 2  | 3  | 4  | 5  | 6  | 7  |
| 8             | 9  | 10 | 11 | 12 | 13 | 14 |
| 15            | 16 | 17 | 18 | 19 | 20 | 21 |
| 22            | 23 | 24 | 25 | 26 | 27 | 28 |
| 29            | 30 |    |    |    |    |    |

25-27- Thanksgiving Break  
18 Student Days/18 Staff Days

| DECEMBER 2020 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
|               |    | 1  | 2  | 3  | 4  | 5  |
| 6             | 7  | 8  | 9  | 10 | 11 | 12 |
| 13            | 14 | 15 | 16 | 17 | 18 | 19 |
| 20            | 21 | 22 | 23 | 24 | 25 | 26 |
| 27            | 28 | 29 | 30 | 31 |    |    |

18- End of Second Quarter/1st Semester (41/83)  
23-31- Christmas Break  
14 Student Days/14 Staff Days

| JANUARY 2021 |    |    |    |    |    |    |
|--------------|----|----|----|----|----|----|
| S            | M  | T  | W  | Th | F  | S  |
|              |    |    |    |    | 1  | 2  |
| 3            | 4  | 5  | 6  | 7  | 8  | 9  |
| 10           | 11 | 12 | 13 | 14 | 15 | 16 |
| 17           | 18 | 19 | 20 | 21 | 22 | 23 |
| 24           | 25 | 26 | 27 | 28 | 29 | 30 |
| 31           |    |    |    |    |    |    |

1- Christmas Break  
4- Start of Third Quarter  
20 Student Days/20 Staff Days

| FEBRUARY 2021 |    |    |    |    |    |    |
|---------------|----|----|----|----|----|----|
| S             | M  | T  | W  | Th | F  | S  |
|               | 1  | 2  | 3  | 4  | 5  | 6  |
| 7             | 8  | 9  | 10 | 11 | 12 | 13 |
| 14            | 15 | 16 | 17 | 18 | 19 | 20 |
| 21            | 22 | 23 | 24 | 25 | 26 | 27 |
| 28            |    |    |    |    |    |    |

15- Inservice  
19 Student Days/20 Staff Days

| MARCH 2021 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | Th | F  | S  |
|            | 1  | 2  | 3  | 4  | 5  | 6  |
| 7          | 8  | 9  | 10 | 11 | 12 | 13 |
| 14         | 15 | 16 | 17 | 18 | 19 | 20 |
| 21         | 22 | 23 | 24 | 25 | 26 | 27 |
| 28         | 29 | 30 | 31 |    |    |    |

3- Inservice (FFA CDE)  
12- End of Third Quarter (48)  
15- Start of Fourth Quarter  
18- P-T Conference (4:30-8:00 Invitation Only)  
22 Student Days/23 Staff Days

| APRIL 2021 |    |    |    |    |    |    |
|------------|----|----|----|----|----|----|
| S          | M  | T  | W  | Th | F  | S  |
|            |    |    |    | 1  | 2  | 3  |
| 4          | 5  | 6  | 7  | 8  | 9  | 10 |
| 11         | 12 | 13 | 14 | 15 | 16 | 17 |
| 18         | 19 | 20 | 21 | 22 | 23 | 24 |
| 25         | 26 | 27 | 28 | 29 | 30 |    |

2-5- Easter Break  
20 Student Days/20 Staff Days

| MAY 2021 |    |    |    |    |    |    |
|----------|----|----|----|----|----|----|
| S        | M  | T  | W  | Th | F  | S  |
|          |    |    |    |    |    | 1  |
| 2        | 3  | 4  | 5  | 6  | 7  | 8  |
| 9        | 10 | 11 | 12 | 13 | 14 | 15 |
| 16       | 17 | 18 | 19 | 20 | 21 | 22 |
| 23       | 24 | 25 | 26 | 27 | 28 | 29 |
| 30       | 31 |    |    |    |    |    |

15- Graduation  
21- Last day of School (48/96)  
31- Memorial Day  
15 Student Days/15 Staff Days

|  |                                   |
|--|-----------------------------------|
|  | 1:30 p.m. Dismissals              |
|  | No School for Students/In-Service |
|  | No School/Vacation Day            |
|  | Start of Quarter                  |
|  | End of Quarter                    |
|  | New Teacher Orientation           |
|  | Parent-Teacher Conferences        |
|  | Graduation 11:00 AM               |
|  | 12:00 Dismissal: Sept 11/Oct 09   |
|  | 1:00 Dismissal                    |

Note: All make-up days extending the school year after May 21 are subject to the discretion of the Superintendent.

Note: Proposed Inservice dates are subject to revision, pending availability of consultants &/or district needs.

Student Days = 179  
Teacher Days = 184  
Student Hours = 1,133.1  
Days Over Minimum = 7.8  
Staff Inservice/P-T Days = 5.5

Approved by School Board on: 03-09-2020

## **Article 1 – Mission and Goals**

### **Section 1 School Mission and Vision Statements**

The mission of Kimball Public Schools is to educate every student for a lifetime of success.

Our school system vision is to provide all students with excellent instruction in every classroom that reflects our commitment to ensuring all students learn at high levels.

At Kimball Public Schools we believe:

- To seek out and use evidence based practices that support student learning.
- To embrace a collaborative culture in which educators take collective responsibility to help all students learn at high levels.
- To enhance the collaborative team as the fundamental structure to improve instructional practices.
- To provide a guaranteed curriculum that meets or exceeds the state standards.
- To provide daily classroom formative assessment of student achievement to monitor progress.
- To ensure high expectations to inspire high levels of student learning.
- To support continuous learning and ongoing professional development for our educators.
- To enable all students to be prepared for post-secondary education and careers, and to become lifelong learners.
- To promote strong partnerships with parents and provide parents with the information to support their children's learning.

### **Section 2 Goals and Objectives**

The goals and objectives of the Kimball Public Schools are to provide:

1. A curriculum broad enough, yet with sufficient depth, to allow education for all of the students;
2. Exploration of new and better means of education;
3. Effectiveness in all phases of the curriculum;
4. Ways and means to encourage professionalism among its staff members;
5. A total program, academic and extra-curricular activities, which will contribute to the life-long cultural, social, and leadership qualities of the student;
6. The means whereby the community can make use of its facilities;
7. A means to communicate with the public so as a better understanding of the schools and its needs exist;
8. A staff necessary to fulfill the above objectives; and,
9. Facilities necessary for the above objectives.

### **Section 3 Mutual Respect**

The Kimball Public Schools expect every staff member and student to be treated with respect and dignity. A show of disrespect toward a staff member or insubordination on the part of the student will not be tolerated.

**Section 4      Multicultural Policy (Board Policy 602.01)**

It shall be the policy of the Kimball Public Schools, in compliance with such legal authority by way of the following policy:

1. Statement of the philosophy or mission of the district Multi-Cultural Education Program.  
It is the philosophy of the district as well as the mission of the district to provide learning experiences for students to obtain knowledge about and respect for the diversity and commonalities of the cultures, histories, and contributions of African Americans, Hispanic Americans, Native Americans, and Asian Americans and to adequately stress the contributions of all ethnic groups.
2. Development of district program goals.  
It shall be the duty of the Superintendent of Schools or his or her designee to develop program goals reflecting multi-cultural education at the local level. Generally such goals shall include, but not be limited to, infusing into all subject areas of the core curriculum in grades K-12, appropriate informational items and activities which will provide learning experiences for students in accordance with the statement of philosophy and mission of the district's Multi-Cultural Education Program Policy.

It shall further be the policy of the district to include informational items in the core curriculum when educationally appropriate and when such inclusion would not cause an inappropriate deviation from the particular discipline being taught, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans, and all ethnic groups. Such inclusion shall place special emphasis on human relations and sensitivity toward all races as it relates to language arts, social science, science, mathematics, vocational education, foreign language, visual and performing arts, and personal health and physical fitness.

It shall further be the policy of the Board to direct the administrator to use such methodologies and personnel as the administrator or his designee deems appropriate to develop a district program at the local level with due regard for the need to present knowledge about cultures, histories, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans, and all ethnic groups to the local district as well as to the State of Nebraska and the various disciplines of the core curriculum.

On or before November 1, 1995 and annually thereafter, the Superintendent of Schools shall further present evidence in a form prescribed by the Nebraska Department of Education that multi-cultural education is being taught to students in accordance with this policy. A copy of this report shall be presented to the Board of Education as evidence the district is teaching multi-cultural education as provided by this policy.

The Superintendent of Schools shall periodically, as deemed appropriate by the Superintendent of Schools, provide staff development for the administrative staff, the teaching staff and the support staff of the district. Such staff development shall be consistent and congruent with this policy and shall have as its objective enabling such staff to develop an effective multi-cultural education program in the district.

The Superintendent of Schools shall designate a staff committee on terms as the Superintendent may determine for selecting appropriate materials for meeting the purpose of this policy. The process for selecting appropriate materials shall be as deemed appropriate by the staff committee, which shall be charged by the Superintendent of Schools with rendering to the Superintendent of School's periodic reports as to the selection of such materials as well as a periodic assessment of the district's Multi-Cultural Education Program as defined by this policy.

## Article 1 – Mission and Goals

It shall be the policy of the district to further designate local community members to work in concert with the staff committee and the administration in the development, implementation, and assessment phases of the multi-cultural education plan of the district as described in this policy. Staff and community representatives in this process shall include such cultural diversity of the district as may exist, if any. It shall not be the policy of the district concerning the local development, implementation, and assessment of the multi-cultural education plan to be obliged to rely on any representatives from outside of the district. However, nothing in this policy shall prohibit the Superintendent of Schools from seeking out such representatives, if in his sole discretion, such representatives would be of benefit to the district in the development, implementation, and periodic assessment of the multi-cultural education plan of the district.

The incorporation of multi-cultural education into the core curriculum of the district in grades K-12 shall have taken place on or before the last day of the 1994-95 school year and shall continue thereafter.

### **Section 5      Complaint Procedures (Board Policy 401.18)**

#### Definition:

A complaint shall mean a claim based upon an event(s), action(s), or condition(s), which causes grief, pain, or resentment for an individual against school personnel or the district.

#### Procedure:

An individual having a complaint against school personnel or the district shall follow the following outlined procedure in an effort to resolve the complaint. The procedures outlined here and the forms used shall be the district's standard procedures/forms in all matters of district/employee jurisdiction with the exception of challenges of instructional/media materials, which uses another procedure.

#### Timelines:

Any formal complaint procedures, which begin at Level II, must be initiated within 60 calendar days of when the alleged incident(s) or event(s) occurred. The administrator in an unusual circumstance may waive this.

#### Level I

The initial step of the complaint procedure shall be for the complainant to meet informally with the school employee involved. The school employee's immediate supervisor shall arrange such informal meeting, though the supervisor may or may not be present at this meeting.

#### Level II

If the complaint is not resolved at the Level I informal step, the complainant may initiate formal complaint procedures which begin at Level II. The complainant shall complete the School Complaint Form -- Level II and return it to the employee's direct supervisor or designated school official as in the case of an ADA, Title IX, etc. situation. The receiving school official for the specified complaint shall initiate a complaint file. Within five (5) school days of receipt of this form, the supervisor/designated person shall meet privately with the school employee and provide him/her a copy of the complaint, discuss it, and also provide a Response Form to the employee. The employee shall within five (5) days return the Response Form to his/her supervisor. A copy of the complaint and response shall be placed in the file.

## Article 1 – Mission and Goals

### Level III

At Level III, the employee's supervisor shall, upon receipt of the response form, determine the next appropriate action. Further investigation may be needed. Further investigation may include third parties as in the case of possible violation of statutes or case laws. If turned over to a third party for investigation by either the complainant or the school district, further actions will be delayed until the third party investigation is completed, though there could be exceptions to this depending on the nature of the complaint.

If a third party is not involved in the investigative process, the school district's employee supervisor shall study, analyze, and respond to the formal complaint. This response shall be in writing on an Action Form, a copy of which shall be forwarded to both the complainant and the employee, referred to as the respondent. A copy of the Action Form shall be placed in the complaint file.

### Level IV

The complainant upon receipt of the Action Form will have these options available. He/She may agree with the supervisor's determination and sign and return the form within five (5) days of receipt of the form. He/She may disagree with the response and indicate disagreement but with no further action requested. The complainant may request the response be appealed to the Superintendent of Schools. Such Appeal Form will be given to the complainant or respondent upon request, and returned to the Superintendent's office by the complainant.

The Superintendent, upon receipt of the "Appeal Form" shall within ten (10) days respond to the complainant or respondent with Action Form II. In making his/her decision, the superintendent shall request the Complaint File established for the given complaint, and shall conduct his/her investigation, as he/she deems necessary.

### Level V

When the complainant or respondent has received the Superintendent's response on Action Form II, the complaint procedure is concluded except that the complainant or respondent for placement on the Board agenda at a regularly scheduled meeting can make a formal request. If this complaint involves school personnel, the Board shall hear the parties to this complaint in a closed session of the board. Any action the Board might deem necessary to take would only be taken within the parameters of board policy and due process proceedings that might be applicable.

# Kimball Jr/Sr High

## Section 1 - High School Bell Schedules 2020-21

### Regular Daily Schedule

(8:05 – 3:35)

|                        |               |
|------------------------|---------------|
| 1 <sup>st</sup> Period | 8:05 - 8:52   |
| 2 <sup>nd</sup> Period | 8:55 – 9:40   |
| 3 <sup>rd</sup> Period | 9:43 – 10:28  |
| 4 <sup>th</sup> Period | 10:31 – 11:16 |
| 5 <sup>th</sup> Period | 11:19 – 12:04 |
| HS Lunch               | 12:04 - 12:41 |
| (HS Lunch - 37 min)    |               |
| 7 <sup>th</sup> Period | 12:44 - 1:29  |
| 8 <sup>th</sup> Period | 1:32 – 2:17   |
| 9 <sup>th</sup> Period | 2:20 – 3:05   |
| Study Hall             | 3:08 – 3:35   |

### Noon Release Schedules

Sept 11, 2020

|                        |              |
|------------------------|--------------|
| 1 <sup>st</sup> Period | 8:05 – 8:55  |
| 2 <sup>nd</sup> Period | 8:58 – 9:46  |
| 3 <sup>rd</sup> Period | 9:49 – 10:37 |
| 4 <sup>th</sup> Period | 10:40– 11:28 |
| Lunch                  | 11:31– 12:01 |

Oct 9, 2020

|                                         |               |
|-----------------------------------------|---------------|
| 5 <sup>th</sup> /6 <sup>th</sup> Period | 8:05 – 8:55   |
| 7 <sup>th</sup> Period                  | 8:58 – 9:46   |
| 8 <sup>th</sup> Period                  | 9:49 – 10:37  |
| 9 <sup>th</sup> Period                  | 10:40 – 11:28 |
| Lunch                                   | 11:31 – 12:01 |

## Section 2 - Other Shortened Schedules

### Two Hour Late Start

|                        |               |
|------------------------|---------------|
| 1 <sup>st</sup> Period | 10:05 – 10:41 |
| 2 <sup>nd</sup> Period | 10:44 – 11:18 |
| 3 <sup>rd</sup> Period | 11:21 – 11:55 |
| 4 <sup>th</sup> Period | 11:58 – 12:32 |
| Lunch                  | 12:32 – 1:07  |
| 5 <sup>th</sup> Period | 1:10 – 1:44   |
| 7 <sup>th</sup> Period | 1:47 – 2:21   |
| 8 <sup>th</sup> Period | 2:24 – 2:58   |
| 9 <sup>th</sup> Period | 3:01 – 3:35   |

### 1:00 Early Out

|                        |               |
|------------------------|---------------|
| 1 <sup>st</sup> Period | 8:05-8:37     |
| 2 <sup>nd</sup> Period | 8:40 – 9:10   |
| 3 <sup>rd</sup> Period | 9:13 – 9:43   |
| 4 <sup>th</sup> Period | 9:46 – 10:16  |
| 5 <sup>th</sup> Period | 10:19 – 11:49 |
| 7 <sup>th</sup> Period | 11:52 – 11:22 |
| 8 <sup>th</sup> Period | 11:25 – 11:55 |
| 9 <sup>th</sup> Period | 12:58 – 12:28 |
| Lunch                  | 12:28 – 1:00  |

### 1:30 Wednesdays A/B

|               |               |
|---------------|---------------|
| 1st(A)/5th(B) | 8:05 - 9:07   |
| 2nd(A)/7th(B) | 9:10 - 10:10  |
| 3rd(A)/8th(B) | 10:13 - 11:13 |
| Lunch         | 11:13 - 11:57 |
| 4th(A)/9th(B) | 12:00 -1:00   |
| Study Hall    | 1:03-1:27     |

# Kimball Jr/Sr High

## Section 3 - Junior High Bell Schedules 2020-21

### Regular Daily Schedule

**(8:05 – 3:35)**

|                        |               |
|------------------------|---------------|
| 1 <sup>st</sup> Period | 8:05 - 8:52   |
| 2 <sup>nd</sup> Period | 8:55 – 9:40   |
| 3 <sup>rd</sup> Period | 9:43 – 10:28  |
| 4 <sup>th</sup> Period | 10:31 – 11:16 |
| JH Lunch               | 11:19 – 12:01 |
| (JH Lunch - 37 min)    |               |
| 6 <sup>th</sup> Period | 11:56-12:41   |
| 7 <sup>th</sup> Period | 12:44 - 1:29  |
| 8 <sup>th</sup> Period | 1:32 – 2:17   |
| Study Hall             | 2:20 – 2:47   |
| 9 <sup>th</sup> Period | 2:50 – 3:35   |

### Noon Release Schedules

**(Sept 11, 2020)**

|                        |              |
|------------------------|--------------|
| 1 <sup>st</sup> Period | 8:05 – 8:55  |
| 2 <sup>nd</sup> Period | 8:58 – 9:46  |
| 3 <sup>rd</sup> Period | 9:49 – 10:37 |
| 4 <sup>th</sup> Period | 10:40– 11:28 |
| Lunch                  | 11:31– 12:01 |

**(Oct 9, 2020)**

|                                         |               |
|-----------------------------------------|---------------|
| 5 <sup>th</sup> /6 <sup>th</sup> Period | 8:05 – 8:55   |
| 7 <sup>th</sup> Period                  | 8:58 – 9:46   |
| 8 <sup>th</sup> Period                  | 9:49 – 10:37  |
| 9 <sup>th</sup> Period                  | 10:40 – 11:28 |
| Lunch                                   | 11:31 – 12:01 |

## Section 4 - Other Shortened Schedules

### (Two Hour Late Start)

|                        |               |
|------------------------|---------------|
| 1 <sup>st</sup> Period | 10:05 – 10:41 |
| 2 <sup>nd</sup> Period | 10:44 – 11:18 |
| 3 <sup>rd</sup> Period | 11:21 – 11:55 |
| Lunch                  | 11:55 – 12:30 |
| 4 <sup>th</sup> Period | 12:33 – 1:07  |
| 5 <sup>th</sup> Period | 1:10 – 1:44   |
| 7 <sup>th</sup> Period | 1:47 – 2:21   |
| 8 <sup>th</sup> Period | 2:24 – 2:58   |
| 9 <sup>th</sup> Period | 3:01 – 3:35   |

### (1:00 Early Out)

|                        |               |
|------------------------|---------------|
| 1 <sup>st</sup> Period | 8:05-8:37     |
| 2 <sup>nd</sup> Period | 8:40 – 9:10   |
| 3 <sup>rd</sup> Period | 9:13 – 9:43   |
| 4 <sup>th</sup> Period | 9:46 – 10:16  |
| 5 <sup>th</sup> Period | 10:19 – 11:49 |
| 7 <sup>th</sup> Period | 11:52 – 11:22 |
| 8 <sup>th</sup> Period | 11:25 – 11:55 |
| 9 <sup>th</sup> Period | 12:58 – 12:28 |
| Lunch                  | 12:28 – 1:00  |

### (1:30 Wednesdays A/B)

|               |               |
|---------------|---------------|
| 1st(A)/5th(B) | 8:05 - 9:07   |
| 2nd(A)/7th(B) | 9:10 - 10:10  |
| 3rd(A)/8th(B) | 9:13 - 10:13  |
| Lunch         | 10:13 - 11:57 |
| 4th(A)/9th(B) | 12:00 - 1:00  |
| Study Hall    | 1:03 - 1:30   |

\*Students in Junior High sports will not have study hall on Wednesdays

## Section 5      Severe Weather and School Cancellations

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio and television stations. The school district will also be using the ALERT NOW notification system for improved communications with parents and students during weather related issues and emergencies. Parents are asked to make sure they have updated their directory information including home, work, cell phones, or other numbers that they want messages delivered in case of an emergency or school cancellation.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, pre-kindergarten, student activities). Announcements about other Nebraska school closings are included in Scottsbluff and Sidney radio and television broadcasts. Students and parents will want to pay special attention to which public school district is being closed.

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases as much advance notice as possible will be given to parents. If school is closed during the day the notice will be broadcast by the media and **parents should have a plan in place to accommodate these circumstances.**

If the Kimball area is under an adverse weather warning at the time of dismissal, students will not be dismissed from school and the busses will not run until the weather warning has been nullified.

Parental Decisions. **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. The absence will be treated 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 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.

What Not To Do. Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning.** Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather. Every effort will be made to provide accurate and timely information through the media.

Emergency Conditions. Kimball Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit System, Tornado Warning System, and Critical Incident Response.

In a crisis situation, personnel in charge of the building will determine the appropriate level of lockdown if a lockdown is necessary. **In certain situations, parents may not be allowed to enter the building and/or pick up their children.**

#### **Section 6      Open-Closed Campus**

All students are required to remain on campus during the school day, except Kimball Public Schools allows high school students, grades 9-12, to leave campus during lunch. This open campus privilege may be revoked by the administration for inappropriate behavior. Parents may also deny the open campus privilege by request. In addition, juniors and seniors with C's and above in all classes, no tardies, and no referrals to Homework Hour the previous week will be permitted to leave campus at the completion of 9<sup>th</sup> period in the current week.

### **Article 3 - Use of Building and Grounds**

#### **Section 1      Entering and Leaving the Building**

Beginning Of School: Students should not be on school grounds prior to 7:00 a.m. Students are to stay in the student center and are not to go to any other part of the building without permission. The hallways will remain off limits until 7:30 a.m. each morning.

During the School Day: Students are to remain on campus unless excused in accordance with school policies. Upon return to school during the day, except for students who are permitted to leave for open campus lunch and study hall, students are to report to the school office.

End of School: Our regular school day ends at 3:35 p.m. Make-up work, special help, assignment after school, club meetings, Homework Hour and other school activities begin at 3:40 p.m. It is important that students who are involved in any of these activities report to the designated area on time. All other students must clear the building as soon as possible.

#### **Section 2      Visitors**

All visitors must report to the office, upon entering the school, to sign in, in order to receive a visitor's pass. Parents are welcome at any time, however, previous arrangements must be made with the Principal before visiting a classroom. Various limitations apply such as length of stay, days allowed, and access to the classrooms. All visitors must sign out in the office upon exiting the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administrators.

Students may request to bring an “outside date or guest” to a school activity such as a dance. However, the administration has the final authority to approve or deny any such request for any reason.

#### **Section 3      Smoke-and Tobacco-Free Building**

Kimball Public Schools declares all of our schools buildings to be smoke- and tobacco-free. We would appreciate your help in meeting the goal of a smoke- and tobacco-free building for our children. When you attend school events, including athletic events, please remember that our buildings are smoke- and tobacco-free and abide by our District's policy.

#### **Section 4      Care of School Property**

1. Students are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school.
2. Students who disfigure property, break windows or do other damage to school property or equipment will be required to pay for the damage done or replace the item.

## Article 3 – Use of Building and Grounds

Fines are determined on books according to the following criteria:

|                              |                                            |
|------------------------------|--------------------------------------------|
| Lost Book:                   | Replacement cost                           |
| Missing one or both covers:  | Same as lost book                          |
| Missing or Torn Page:        | 50 cents per page (up to replacement cost) |
| Marks that cannot be erased: | 20 cents per mark (up to replacement cost) |

School-issued items that are stolen or damaged from unlocked lockers are the responsibility of the student to whom they were issued.

### **Section 5 Lockers**

Each student will be assigned a locker. Students must use their own lockers and are not to share lockers with other students except as assigned by school officials. We recommend that the locker be locked with a combination lock issued by Kimball Public Schools. Students are required to pay a \$5 deposit for each combination lock. Students may not use their own personal combination lock. Students are expected to keep all books, etc., in their assigned locker. Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

### **Section 6 Searches of Lockers and Other Types of Searches**

Student lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding usage of or items placed in or on school property, including student vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches (including the use of a police dog) of lockers, desks, computers, and other such property may be conducted at the discretion of the administration.

The following rules shall apply to searches of students and of a student's personal property and to the seizure of items in a student's possession or control:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or a school rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be taken and kept by school officials. Any firearm or other weapon shall be confiscated and delivered to law enforcement officials as soon as practicable.
3. Items that have been or are reasonably expected to be used to disrupt or interfere with the educational process (that is, "nuisance items") may be removed from student possession.

## **Section 7      Video Surveillance**

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 to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

## **Section 8      Use of Telephone**

Use of the office phone will only be allowed in an emergency or when a student is ill. There is a public courtesy phone available for student use. The courtesy phone is NOT to be used during class time unless approved by office personnel. Use of the phone is not an excuse to be tardy.

## **Section 9      Bicycles**

Bicycles must be parked in the racks provided. All bicycles should be equipped with locks. The school is not responsible for damage or theft of parts while bicycles are on school property.

## **Section 10     Vehicles**

Vehicles must be parked in designated areas. Vehicle related violations may result in loss of privilege of driving or parking on school property. Vehicles are not to be driven to the auto and agricultural buildings unless given prior permission by the teacher.

## **Section 11     Student Valuables**

Students, not the school, are responsible for their personal property. Students are cautioned not to bring large amounts of money or items of value to school. If it is necessary to bring valuable items or more money than is needed to pay for lunch, leave the money or valuables with a staff member in the school office for temporary and safe-keeping. Even then, the school is not in a position to guarantee that the student's property will not be subject to loss, theft, or damage.

## **Section 12     Lost and Found**

Students who find lost articles are asked to take them to the office so the owner can claim the articles. If articles are lost at school, report that loss to office personnel.

## **Section 13     Accidents**

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

#### **Section 14      Laboratory Safety Glasses and Safety Equipment**

As required by law, approved safety glasses and safety equipment will be required of every student and teacher and visitor while participating in or observing vocational, technical, industrial technology, science, and art classes when the risk of potential injury is present.

#### **Section 15      Insurance**

Under Nebraska law the District may not use school funds to provide general student accident or athletic insurance. The District requires that all student participants in athletic programs have injury and accident insurance and encourages all students who are in classes with risk of personal injury or accident to have insurance coverage. The district does not make recommendations, nor handle the premiums or claims for any insurance company, agent or carrier. Information about student insurance providers will be available in the school office or on school bulletin boards.

#### **Section 16      Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

#### **Section 17      Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

## Article 4 – Attendance

### Section 1 Attendance Policy

Regular and punctual student attendance is required. The Board's policies require such attendance, the administration is responsible for developing further attendance rules and regulations, and students and parents are responsible for developing behaviors that will result in regular and punctual student attendance.

### Section 2 Attendance and Absences

Absences from School - Definitions. An absence from school will be reported as:

(a) an excused absence or (b) an unexcused absence.

1. Excused Absences. Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. An absence for any of the following reasons will be excused, provided the required procedures have been followed:
  - (A) Attendance at a funeral or wedding,
  - (B) Illness that causes a student to be absent from school,
  - (C) Doctor or dental appointment that require student to be absent from school,
  - (D) Court appearances that are required by a court order,
  - (E) School sponsored activities that require students to be absent from school,
  - (F) Family trips in which student accompanies parent(s)/legal guardian(s),
  - (G) Other absences that have received prior approval from the Principal.
2. Unexcused Absences: An absence that is not excused is unexcused. If a student's absence is unexcused the student may receive zeros for any class work missed during the absence, and may be required to make-up work and the time missed.

A student who engages in unexcused absences may be considered truant as per state law, Neb.Rev.Stat. § 79-201. Truancy is a violation of school rules. The consequence of such action may include suspension from classes and the student may be required to make up the time missed. Students who leave the school premises without permission during the school day will be considered truant.

#### Absence Procedure.

For excused absences, students must make up any missed assignments and/or tests within a one week time period or the student will receive a zero in the grade book. If requested, assignments will be prepared for students who are ill. If parents and/or students request assignments the school should be contacted by no later than 9 a.m. A student will be considered truant until a parent/guardian contacts the school. After two days with no parent/guardian contact, the absence will be considered unexcused.

For unexcused absences, the student may receive a failing mark in each class period missed.

Reporting and Responding to Truant Behavior. Any administrator, teacher, or member of the Board of Education who knows of any failure on the part of any child age 7 to 17 to attend school regularly

## Article 4 – Attendance

without lawful reason, shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior. Such services shall include, as appropriate, the services listed under the "Excessive Absenteeism" and "Reporting Habitual Truancy" policies.

Excessive Absenteeism/Truancy. Students who accumulate five (5) absences in a semester shall be deemed to have "excessive absences/truancy." Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. The principal will initiate an informational letter to the parent/guardian of the student at that time informing them of the absence rate, the importance of attendance, and specific actions that need to be taken. Additional letters will be sent to the parent/guardian when the student reaches 10 and 15 absences. When a student accumulates 20 absences in the school year, then the County Attorney may be notified and legal action may be taken against the parent/guardian. The student may also lose a credit hour

|                          |    |                                                                                                                                                                                                        |
|--------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| After 5 absences         | -- | 1 <sup>st</sup> communication from principal                                                                                                                                                           |
| 10 absences              | -- | Meeting may be scheduled to establish a collaborative attendance plan. Participants may include: the student, his/her guardian(s), the Juvenile Services Coordinator, the principal, and the counselor |
| 15 absences              | -- | Referred to the Juvenile Services Coordinator                                                                                                                                                          |
| 20 absences              | -- | Notification of Kimball County Attorney (legal action may be taken)                                                                                                                                    |
| 21 <sup>st</sup> absence | -- | Student may lose one credit hour                                                                                                                                                                       |

Upon the 10<sup>th</sup> day of absence, if the parent/guardian is not cooperating with the school, a meeting will be scheduled to establish a collaborative attendance plan for the student. After the 10<sup>th</sup> day of absence and no later than the 15<sup>th</sup> day, the meeting with parent/guardian and other stakeholders should have taken place. Upon the 15<sup>th</sup> absence, the matter will be turned over to the Juvenile Services Coordinator for more intensive interventions.

Upon the 20<sup>th</sup> absence, the County Attorney may be notified and legal action may be taken against the parent/guardian. Upon the 21<sup>st</sup> absence, the student may lose credit hours and if this happens, arrangements need to be made between the student, his/her parent/guardian, and the principal to make up these credit hours.

Other actions stemming from excessive absenteeism/truancy may include:

1. One or more meetings can be held between a school attendance officer, school social worker, or another person designated by the school administration and the parent/guardian and the student to report and attempt to solve the truancy problem. If the parent/guardian refuses to participate in such meeting, the Principal shall place in the student's attendance records documentation of such refusal.
2. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.

## Article 4 – Attendance

3. Educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the truancy problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
4. Investigation of the truancy problem by the school social worker, or if such school does not have a school social worker, another person designated by the administration to identify conditions which may be contributing to the truancy problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the truancy problem.

**Reporting Habitual Truancy.** Students who accumulate twenty (20) unexcused absences per year shall be deemed to be habitually truant. If the student continues to be or becomes habitually truant, the Principal shall serve a written notice to the person violating Neb.Rev.Stat. § 79-201, (i.e., the person who has legal or active charge or control of the student) warning him or her to comply with the provisions of that statute. If within one week after the time such notice is given such person is still violating the school attendance laws or policies, the principal shall file a report with the county attorney of the county in which such person resides.

### **Section 3      Tardiness**

**Tardy to Class:** Students will be considered tardy to class if they are not in their classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once students are in the classroom doorway are at the discretion of the classroom teacher. Students have a sufficient time period between all class changes to make it to their next assigned class on time.

### **Section 4      Leaving School**

Students who must leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Upon returning to school that same day, students are expected to sign in at the office. A sheet will be available on the office counter for this purpose. Students who leave without permission and without signing out in the proper manner will be considered truant.

### **Section 5      Attendance is Required to Participate in Activities**

Students must attend school 5<sup>th</sup> through 9<sup>th</sup> periods on the day of any scheduled school activity in order to participate in the activity. This includes sports contests, practice and dances. The Principal retains the right to grant participation should extenuating circumstances, such as doctor/dentist appointments and funerals, prevail. 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.

### **Section 6      Make-up Work**

Written make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required. The time each student is allowed will be determined by mutual agreement between the student and teacher. The student has the responsibility to contact teachers, initially, regarding make-up assignments. Assignments will be sent home for extended absences such as hospitalization or prolonged illnesses.

## Article 4 – Attendance

### Section 7      Incentive Program

The purpose of the program is to reward students with near perfect attendance. Students who meet the criteria will have the option of taking a day off from school the following quarter. For example, a student who meets the criteria at the end of first quarter has the option of taking a day off from school second quarter. A student may earn a maximum of three days off from school. However, a student may not “stockpile” the days and take three days off from school fourth quarter nor use a free day during the last week of any given quarter.

Students are still responsible for quizzes, tests, and projects given during their “free day.” Students are also responsible for any assignment given prior to the “free day.” If you have any questions, check with your individual teachers ahead of time to avoid any confusion.

Students earn a day off from school if they meet the following criteria:

- Minimum 2.0 G.P.A. in every class for the grading period.

- No more than one absence in every class period for the grading period.

- (School activities not included.)

- A student who misses any class period more than once is not eligible.

Students earn a half-day (four periods) off from school if they have no more than two absences in every class period and meet the 2.0 G.P.A. in every class criteria.

## Article 5 - Scholastic Achievement

### Section 1      Grading System

Kimball Junior/Senior High School will use the letter grading system as follows:

| Letter Grade | Percentage | G.P.A.    |
|--------------|------------|-----------|
| A            | 90 - 100   | 4.0       |
| B            | 80 – 89    | 3.0       |
| C            | 70 – 79    | 2.0       |
| D            | 65 – 69    | 1.0       |
| F            | 0 – 64     | No Credit |

- 1) Each teacher should define for students the grading procedures to be used in their classes.
- 2) A student must pass a prerequisite course with a 70% or better grade before advancing to the next course.

### Section 2      Homework, Intervention Period, Study Hall and Homework Hour

- **Homework Policy** – All daily assignments must be completed. Homework assignments are not optional for the students (Make up and re-do work is always acceptable).
- **After School Help** – Teachers are available to students from 3:35 to 4:00 every day.
- **Late Work Policy:**
  - 1 Day Late .....90%
  - 2 Days Late .....80%
  - 3 Days Late..... 70%
  - 4 Days Late..... 65%
  - 5 Days Late..... 0%

It is up to teacher's discretion to allow credit for late work after the four day limit, teachers can be more lenient, but not more strict than the policy.

- **Intervention Period**

High School students are assigned to an Intervention Period based on their academic proficiency, as measured by the NWEA Map test or the NSCAS Test. Students who qualify will be notified and placed in an Intervention Period.

- **Study Hall**

The purpose of Study Hall is to increase accountability, organization, academic success and make better connections with students. Study Hall will follow 9th period for high school students and precede 9th period for junior high students.

## Article 5 – Scholastic Achievement

### 1. Meetings during Study Hall

- a. Extra-Curricular groups are allowed to meet 2 days per week (Tuesdays and Thursdays at 3:20 pm)
- a. Meetings during Study Hall will start at 3:20 pm
- b. Meetings must be scheduled on the calendar ahead of time by filling out a Google form Study Hall Meeting Request Form (Only 1 group per day will be approved except under special circumstances and with administrator approval.)
- c. Each group may only meet once per month during study hall
- d. Principal may make changes to this schedule at his/her discretion
- e. College reps can come any day at 3:20 pm

2. In order for students to get assistance from another teacher, students must have a pass from the classroom teacher or the classroom teacher will need to send the study hall teacher an email.

3. No study hall or Homework Hour on 12:00 pm and 1:00 pm releases. No study hall for junior high students participating in sports activities on Wednesday early releases.

4. All study halls will follow the same set of rules and all students will sign a form acknowledging that they have read those rules and will abide by them.

5. Students in study halls will receive 5 credits- Pass/Fail will show up on transcripts.

6. Juniors or Seniors who meet the following criteria may leave school following 9th period.

- C's or better in all classes,
- No tardies for the prior week,
- No Homework Hour submissions for the previous week.

Grade cut off will be determined by the grades posted for the Monday eligibility list.

### • **Homework Hour**

Homework hour is an after school program to assist students in successfully completing assignments in a timely manner. When students don't turn in a homework assignment on the due date, the teacher who assigned the homework will electronically submit the student for homework hour and verbally communicate directly to the student they have earned homework hour on the same day as the due date. Homework hour will not be held on early dismissal days. When students are not in attendance at school and miss the opportunity to turn in assignments, the due date of an assignment will be in effect as stated in the absence policy.

- Homework Hour will be in assigned rooms
- Students that are assigned homework hour and skip will be assigned lunch detention.
- Students who skip multiple times will be assigned an In-school Suspension.
- Homework Hour will start at 3:35 pm and students will be dismissed after they have completed their missing assignment(s).

## Article 5 – Scholastic Achievement

- Students not completing their homework will be expected to finish it by the time they arrive to class the next school day. If not, they will be assigned Homework Hour again.
- Students will get one free pass per semester when they are unable to attend Homework Hour. However, they are still expected to do the homework assignment and turn it in during the next day of school.
- The goal of Homework Hour is to hold students to a high standard by refusing to let them take zeros on their assigned work.
- Students are expected to do all assignments and hand in quality work determined by the teacher.
- When a student does not hand in an assignment, the teacher will use a Google form to assign that student to Homework Hour. The Google form will be set up to automatically generate an email at 3:05 that goes out to: the student, the parent, the study hall teacher, special education teacher, office staff, and head coach.
- Once a student has been assigned to Homework Hour, they must attend, even if they finish their work during the day. All Homework Hour students will need to check in, but they will be allowed to leave as soon as they hand in their work.
- Students will be responsible for bringing work to Homework Hour.
- Students who misbehave, are dishonest, or turn in unsatisfactory work will receive lunch detention.
- Extra-curricular practices or employment are not excusable reasons for students to miss Homework Hour.
- Students attending competitions will be expected to attend Homework Hour the following day if they don't have their assigned homework completed and handed in to the teacher the next school day.
- If parents call their student out of Homework Hour, the student will be assigned lunch detention the next day (unless they miss for an acceptable reason – e.g., doctor's appointment, funeral, or other reason deemed appropriate by the principal). If the student has a doctor's appointment or other approved reason for leaving, the student is still accountable for the missing assignment or will be assigned to Homework Hour the following day.

### Section 3      **Graduation Requirements**

In addition to the requirement to meet the academic requirements listed below, in order to receive the Kimball Public Schools diploma, students must also attend a minimum of eight (8) semesters of high school, such semester count to begin with the 9<sup>th</sup> grade of attendance.

|                |                                                                                                             |
|----------------|-------------------------------------------------------------------------------------------------------------|
| English        | 40 credits – 4 years                                                                                        |
| Science        | 30 credits – 3 years (Physical Science & Biology required)                                                  |
| Mathematics    | 30 credits – 3 years (Algebra & Geometry required)                                                          |
| Social Studies | 30 credits – 3 years (Choose one between Geography, World History and American History; Civics is required) |
| PE             | 10 credits – 1 year (9 <sup>th</sup> PE required)                                                           |
| Electives      | 110 credits                                                                                                 |

Total 260 Credits

The staff and administration strongly urge all college bound students to take four years of all core areas and foreign language.

## Article 5 – Scholastic Achievement

Special adjustments to the above requirements may be made with administrative approval. For example, if a student has a doctor's note stating that he/she cannot take physical education, another class may be approved as a substitution.

High school credit may be awarded to junior high students enrolled in a high school course.

Only students who have met the prescribed graduation requirements established by the Board of Education will be permitted to participate in commencement exercises. In addition, all financial obligations must be paid and all disciplinary sanctions must be fulfilled prior to commencement exercises.

### **Section 4      Promotion and Retention**

The professional staff at Kimball Jr/Sr High School will place students at the grade level and in the courses best suited to them academically, socially and emotionally.

Students will typically progress annually from grade to grade. A student may be retained at a grade level or 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.

Parent input will be considered but the Principal has the authority to make the final decision.

### **Section 5      Student Classification**

**10<sup>th</sup> Grade** – Two semesters of attendance and a minimum of 60 semester hours.

**11<sup>th</sup> Grade** – Four semesters of attendance and a minimum of 120 semester hours.

**12<sup>th</sup> Grade** – Six semesters of attendance and a minimum of 180 semester hours.

**Graduate** – Eight semesters of attendance and a minimum of 240 semester hours.

### **Section 6      Promotion and Retention of Junior High Students**

A student, who passes with a 70% or above, earns 5 credits per class per semester.

For promotion to the 8<sup>th</sup> grade, students must earn at least fifty (50) credits during the year. Thirty (30) credits must be earned from the “core” classes – English, math, science, or social studies.

For promotion to the 9<sup>th</sup> grade, students must earn at least fifty (50) credits during the year. Thirty (30) credits must be earned from the “core” classes – English, math, science, or social studies.

Students will have the option of coming to summer school and/or completing correspondence classes during the summer at their expense to complete any deficiencies in these requirements. The Principal must approve all correspondence classes ahead of time and must be completed prior to the first day of classes the following school year.

Parent input will be considered but the Principal has the authority to make the final decision.

## **Section 7      Schedule Changes**

Students needing schedule changes should notify the guidance counselor or principal. The principal or guidance counselor and teachers involved must agree to all schedule changes. However, the principal will make the final decision on all schedule changes.

## **Section 8      Progress Reports**

Various supplemental reports may be sent to parents throughout the school year concerning student's performance. These reports may describe student work of an exceptional nature or work that needs improving. These reports will be sent at teacher discretion.

## **Section 9      Report Cards**

Report cards are issued at the end of each quarter, or nine-week sessions. Letter grades are used to designate a student's progress. Incompletes shall be designated by an "I". Students have two weeks after the end of the quarter to make up incomplete work. (Teachers may give additional time at their discretion.) Failure to do so may cause the grade to change to a "NC" (No Credit). No incompletes will be given at the end of the fourth quarter, as all course work must be completed by the end of the fourth quarter.

## **Section 10     Parent-Teacher Conferences**

Parent-teacher conferences will be held this year in the beginning of the 2<sup>nd</sup> and 4<sup>th</sup> quarters. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with one or more teachers as needed.

## **Section 11     Principal's Merit Roll**

The purpose of the principal's merit roll is to recognize those students who demonstrate academic excellence. The merit roll will be determined for 1st, 2nd, 3rd and 4th quarters. Students will be recognized if they meet the following criteria:

1. Minimum 4.0 G.P.A. for the grading period.
2. No failing grades or incompletes.
3. All class grades are figured the same for merit roll status except teacher aide and work experience
4. Merit roll lists are published in the *Kimball Observer* each quarter.

## **Section 12     Honor Roll**

The purpose of the honor roll is to recognize those students who demonstrate academic excellence. The merit roll will be determined for 1st, 2nd, 3rd and 4th quarters. Students will be recognized if they meet the following criteria:

1. Minimum 3.0 G.P.A. for the grading period.
2. No failing grades or incompletes.
3. All class grades are figured the same for honor roll status except teacher aide and work experience

4. Honor roll lists are published in the Kimball Observer each quarter.

### **Section 13 National Honor Society**

The National Honor Society chapter of Kimball Public Schools is a duly chartered and affiliated chapter of this prestigious national organization.

#### Admission to the National Honor Society

Membership is open to those students who meet the required standards in four areas of evaluation: scholarship, leadership, service, and character. Standards for selection are established by the national office of NHS and have been revised to meet our local chapter needs. Students are selected to be members by a five-member Faculty Council, appointed by the Principal, which bestows this honor upon qualified students on behalf of the faculty of our school each May.

Students in the 10th, 11th, or 12th grades are eligible for membership. For the scholarship criterion, a student must have a cumulative grade point average of 3.7 or better on a 4.0 scale. Those students who meet this criterion are invited to complete a Student Activity Information Form that provides the Faculty Council with information regarding the candidate's leadership and service. A history of leadership experiences and participation in school or community service is required.

To evaluate a candidate's character, the Faculty Council uses two forms of input: first, school disciplinary records are reviewed; second, members of the faculty are solicited for input regarding their professional reflections on a candidate's service activities, character, and leadership. These forms and the Student Activity Information Forms are carefully reviewed by the Faculty Council to determine membership.

A majority vote of the council is necessary for selection. Candidates are notified regarding selection or non-selection according to a predetermined schedule.

Following notification, a formal induction ceremony is held at the school to recognize all the newly selected members. Once inducted, new members are required to maintain the same level of performance in all four criteria (or better) that led to their selection. This obligation includes regular attendance at chapter meetings held (insert duration, e.g., "monthly") during the school year, and participation in the chapter service projects(s).

Students or parents who have questions regarding the selection process or membership obligations can contact the chapter adviser, Kristi Hiles-Smith.

#### Removal from National Honor Society

A student may be removed from the NHS by action of the Principal upon a determination by the Principal that the student:

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction.
2. Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct contained in this handbook; which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

## Article 5 – Scholastic Achievement

The student may appeal the Principal's decision to the Superintendent by giving written notice of appeal to the Superintendent within ten calendar days of receipt of the Principal's removal decision. The appeal procedures shall be established in the discretion of the Superintendent such as to allow a fair opportunity for the student's views and information to be considered. The decision of the Superintendent on the appeal shall be final.

### **Section 14 Junior High Sports/PE**

Participation in sports for Junior High students at Kimball Public Schools is strictly voluntary. Students participating in a sport are required to attend the full duration of practice with their team. Junior High students not participating in a sport are required to attend a physical education class. When students are not participating in a sport (such as the times of the school year that fall between sport seasons) they are required to attend a physical education class.

### **Section 15 VALTS**

Kimball Public Schools participates in an alternative education program known as Valley Alternative Learning Transitioning School or VALTS for short. This program is located in the HARMS Center on the campus of WNCC in Scottsbluff. VALTS offers the same basic curriculum as a "mainstream" school but uses alternative delivery methods. Kimball currently has two seats in the VALTS Program.

In order to be considered for VALTS, a student must be a junior or senior, have earned an adequate number of credits to graduate within one year of their classmates, and cannot be on an Individual Education Plan (IEP). Students who are interested and meet the criteria, need to fill out an application packet, have their parent/guardian sign the application, and complete an interview with the building counselor and/or principal. Students will be selected for the VALTS program in accordance with policy. Upon successful completion of the VALTS Program, a student will also earn a Kimball Public Schools diploma. For more information and/or to be considered for the program please contact the Kimball Jr/Sr High School Counselor or Principal.

## **Article 6 - Support Services**

### **Section 1      Special Education Identification and Placement Procedures**

#### What Does Special Education Mean?

Special education means educational experiences, curriculum and services, including transportation, through the use of staff, facilities, equipment and classrooms that have been adapted to provide special instruction for students with disabilities. In addition, special education provides the support services necessary for evaluation, placement and instruction for students with disabilities. These services are free to parents, unless they elect to place their child in a program other than one approved by the school district.

#### How are Students with Disabilities Identified?

The request for permission will include a description of the action to be taken and a description of each evaluation procedure. Written statements showing the results of the evaluation and the reasons for placement in a special education program must be kept on file. Within 30 days after a student has been verified as having a disability, a conference will be held with parents. Advance notice will be given. At the conference, an Individual Education Program (IEP) will be developed.

#### Students Who May Benefit

A student verified as having autism, behavior disorder, developmental delay, hearing impairment, mental handicap, orthopedic impairment, other health impairment, specific learning disability, speech language impairment, traumatic brain injury, or visual impairment may be placed in regular education with support services or may benefit from a special education classroom or service.

#### Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

#### Reevaluation

Students identified for special education will be reevaluated at least every three years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district shall obtain parental consent prior to conducting any reevaluation of a student with a disability.

#### Individual Education Program (IEP)

Each student with a disability must have a written IEP prepared by the staff in cooperation with parents specifying programs and services that will be provided by the schools. If necessary, the district will arrange for interpreters or other assistants to help parents in preparing and understanding the IEP. Once in place, the program is reviewed on a regular basis with the parent.

An IEP is developed in a conference setting. Parents will be notified of the persons who will be in attendance. The IEP conference shall include at least the following:

1. A representative of the school district;

## Article 6 – Support Services

2. An individual who can interpret the instructional implications of evaluation results;
3. One or both parents;
4. The child (when appropriate);
5. At least one regular education teacher if the child is, or may be participating in the regular education environment;
6. At least one special education teacher;
7. A representative of the nonpublic school if the child is attending a nonpublic school;
8. A representative of a service agency if the child is receiving services from an approved service agency; and
9. Other individuals, at the discretion of the parent or school district.

It is permissible for parents to bring other persons to the IEP meeting, but it is a good idea to inform the school before the scheduled meeting. The school district will provide parents with a copy of the IEP.

### Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated with students who do not have disabilities, to the maximum extent possible. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. Determination of a student's educational placement will be made by a team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities. Team members know the available programs and services that might help the student. Parents are asked for written consent to determine whether or not they approve the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

### Alternative Programs

Parents have a right to know about available private and public programs, other than those offered by the schools. The school district staff will provide information about those programs on request. If parents place the student in one of those programs, however, the school district is not required to pay for the student's education.

### Transportation of Students Receiving Special Education

The district special education staff will make arrangements for transportation for eligible students to the extent such is required by the student's IEP. Students assigned to special education programs requiring attendance at schools outside their regular attendance area will be transported. Special conditions may warrant that special education students receive transportation to their assigned schools. If parents are dissatisfied with a transportation decision, they may contact the Superintendent for a review.

### Access to Student Records

Parents have the right to inspect and review any education records relating to their child that are collected, maintained or used by the school district in providing educational services.

## Article 6 – Support Services

### Nonpublic School Students

Students in state-approved nonpublic schools may participate in special education programs in the same manner as public school students.

### Parental Review of Programs

Parents who want to review their child's placement for any reason should request an IEP team meeting. If parents are not satisfied with the results of the conference, they may appeal to the Nebraska Department of Education for a formal hearing to be conducted by a state hearing officer. Parents dissatisfied by the findings and decisions made in a state level hearing have the right to bring civil action.

### Plans and Budget

With the exception of personally identifiable student records, district special education plans and budgets are available for public inspection.

This is a summary of the Kimball Public School district plan for special education students. Anyone interested in obtaining a copy of the complete district policy (Board Policy 602.3) or a copy of the Nebraska Department of Education Rule 51 (complaint procedures) or Rule 55 (appeal procedures) may contact the Superintendent at the Kimball Public School District Offices.

## **Section 2      Guidance Services**

The Kimball Public School District employs guidance counselor(s) for the purpose of assisting with the District's testing program and to assist with scheduling and for students to discuss problems and resolve conflicts.

## **Section 3      Health Services**

### Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves. When students are sent home for a fever greater than 100°F they are to remain out of school for a minimum of 24 hours without fever reducing medication. Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

### Guidelines for Administering Medication

Whenever possible your child should be provided medications by you outside of school hours. In the event it is necessary that the child take or have medication available at school, the parents/guardians must provide a signed written consent for the child to be given medication at school. A consent form is available at the school office.

Medications must be provided to the school by the parent/guardian in the pharmacy-labeled or manufacturer-labeled bottle. Repackaged medications will not be accepted. All medications also require a physician's authorization to be given at school. The school nurse may limit medications to those set forth in the Physician's Desk Reference (PDR).

## Article 6 – Support Services

For non-prescription medication that must be given on a routine basis by school personnel, parents must complete form Med-B. School personnel can occasionally give non-prescription drugs, such as non-aspirin and antacid. Parents must have signed the Authorization form indicating what type of non-prescription medication can or cannot be administered to their student.

Students should not dispense any type of medication to another student.

### School Health Screening

Children in seventh and tenth grade are screened for vision, hearing, dental defects, height and weight. The screening program also incorporates a BMI calculation at the seventh and tenth grades. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents are notified of any health concerns as they are identified. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office where their child attends at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

### Physical Examination and Vision Examination

Evidence of a physical examination and vision examination by a qualified physician is required within 30 days of enrollment of the child into any Early Childhood Special Education classes, kindergarten and the seventh grade, or in the case of transfer from out of state to any other grade. A parent or guardian who objects may submit a written statement of refusal for his or her child. The statement will be kept in the student's file. Waiver forms are available in the school office.

### Immunizations

Immunizations against the following diseases are required for every child:

- measles • mumps • rubella • poliomyelitis • diphtheria • pertussis • tetanus

All students in all grades will be required to present evidence of:

- 3 doses of DTP, DTaP, DT, or Td vaccine with one dose given on or after the 4<sup>th</sup> birthday.
- 3 doses of Polio vaccine.
- 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age.
- 2 doses of MMR or MMRV vaccine given on or after 12 months of age and separated by one month or more.
- 2 doses of Varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had the varicella disease, they do not need any varicella shots.

Ages 2 through 5 years enrolled in a school-based program not licensed as a child care provider (i.e., Head Start and Early Childhood Special Education) will be required to present evidence of:

- 4 doses of DTaP, DTP, or DT vaccine
- 3 doses of Polio vaccine
- 1 dose of MMR or MMRV vaccine given on or after 12 months of age
- 3 doses of Hepatitis B vaccine
- 3 doses of HiB vaccine or 1 dose of HiB vaccine given at or after 15 months of age.

## Article 6 – Support Services

- 1 dose of varicella(chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.
- 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age.

Students must show proof of immunization upon enrollment in Kimball Public Schools. Any student who does not comply with the immunization requirements will not be permitted to continue in school.

Students with medical conditions or sincerely held religious beliefs which do not allow immunizations may complete a waiver statement that is available in school health offices.

Students with a signed waiver statement may be excluded from school in the event of a disease outbreak.

### Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Kimball Public Schools for the first time, you may obtain this document from the Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

Please note: The document parents receive from the hospital looks like a birth certificate, but it is not a certified copy. A certified copy has the raised seal of the state of Nebraska on it and is signed by the director of vital statistics.

If a birth certificate is unavailable, other reliable proof of a student's identity may be used. These documents could include naturalization or immigration documents showing date of birth or official hospital birth records, a passport, or a translation of a birth certificate from another country. The documents must be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate.

### Guidelines for Head Lice

The following guidelines are in place to: better control a nuisance condition; reduce absenteeism due to head lice; and involve parents as partners with the school in control efforts:

1. Children will be sent home from school for live head lice. In the event the child has TWO cases of live lice in a semester, he or she will be sent home until free of both live lice and nits (eggs).
2. Health office staff will provide written treatment information and instructions, including how to check and identify head lice\*.
3. A child who is sent home from school for head lice should miss no more than two school days.
4. A child who has been sent from school due to head lice must come to the health office for inspection before returning to class.
5. A child who returns to class with nits (eggs) will be checked again in 7-10 days.
6. Families are encouraged to report head lice to the school health office.
7. Individual buildings will perform classroom-wide or school-wide head checks as needed in order to control the condition at school.

\*Nit removal will be emphasized for effective management of the condition.

For more information call the school nurse.

## **Article 7 - Drugs, Alcohol and Tobacco**

### **Section 1      Drug-Free Schools**

The District implements regulations and practices that will ensure compliance with the Federal Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

#### **Education and Prevention:**

This District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, this District will have proper in-service orientation and training for all employed staff.

#### Drug and Alcohol Use and Prevention.

By this handbook, each student of the District is hereby provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

#### Drug and Alcohol Education and Prevention Program of the District Pursuant to The Safe and Drug-Free Schools and Communities Laws and Regulations .

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

It shall further be the policy of the District, through the instruction earlier herein referred to, as well as by information and consistent enforcement of the Board's policy pertaining to student conduct as it relates to the use of illicit drugs and the unlawful possession and use of alcohol, that drug and alcohol abuse is wrong and is harmful both to the student and the District, and its educational programs.

#### Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs.

All students shall be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the Guidance Counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs

that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

Standards of Student Conduct Pertaining to the Unlawful Possession, Use, or Distribution of Illicit Drugs or Alcohol on School Premises or as a Part of Any of the School's Activities.

(In addition to standards of student conduct elsewhere adopted by board policy or administrative regulation to absolutely prohibit the unlawful possession, use, or distribution of illicit drugs or alcohol on school premises or as a part of any of the school's activities.) This shall include such unlawful possession, use, or distribution of illicit drugs and alcohol by any student of the District during regular school hours or after school hours at school sponsored activities on school premises, at school-sponsored activities off school premises.

Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.

It shall further be the policy of the district that violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution.

**Drugs and Alcohol Prohibited - Standards of Conduct for Students:**

The manufacture, possession, selling, dispensing, use or being under the influence of alcohol or any alcoholic beverage or alcoholic liquor on school grounds, or during an educational function or event off school grounds, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant on school grounds, or during the educational function or event off school grounds, or off school grounds if there is a substantial interference with school purposes, is prohibited.

The possession, selling, dispensing, use or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes on school grounds or during and educational function, or event off school grounds, is prohibited.

The possession, selling, dispensing or use of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes on school grounds or during an educational function or event off school grounds, is prohibited.

## Article 7 – Drugs, Alcohol, and Tobacco

Any prescription or non-prescription drug, medicine, vitamin or other chemical may not be taken unless authorized as stated in the next section on AUTHORIZED USE.

### **Authorized Use:**

Any student whose parent or guardian requests that he or she be given any prescription or non-prescription medicine, drug, or vitamin shall provide signed permission by parent or physician.

### **Disciplinary Sanctions:**

1. Violation of this policy may result in suspension or expulsion. Prohibited substances will be confiscated and could be turned over to law enforcement authorities. The student may be referred for counseling or treatment. Parents or legal guardian will be notified.
2. If the student is observed to be violating this policy, the student will be escorted to the Principal/Superintendent's office immediately, or if not feasible, the Principal/ Superintendent will be notified. The student's parents or legal guardian will be requested to pick up the student. If it appears there is imminent danger to other students, school personnel, or students involved, the Principal/Superintendent, or such other personnel as authorized by the Principal/Superintendent, may have the student removed by authorized medical or law enforcement personnel.
3. Parents and students shall be given a copy of the standards of conduct and disciplinary sanctions required and shall be notified that compliance with the standards of conduct is mandatory.

### **Intervention:**

The Kimball Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration:**

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

### Safe and Drug-Free Schools-- Parental Notice

NOTICE TO PARENTS: Pursuant to the provisions of the No Child Left Behind Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

## **Article 8 - Student Rights, Conduct, Rules and Regulations**

### **Section 1      Student Conduct and Discipline Policies**

The common goal of students, parents, faculty and administration of Kimball Public Schools is to maintain a school atmosphere that is conducive to learning. In order to achieve this, Kimball Public Schools will continue to review and distribute a set of reasonable and fair rules and policies. VIOLATIONS OF THE KIMBALL PUBLIC SCHOOL'S RULES AND POLICIES WILL RESULT IN DISCIPLINARY ACTION.

#### Part 1   Forms of School Discipline

##### Short-Term Suspension:

Students may be excluded by the Principal or the principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or,
2. Other violations of rules and standards of behavior adopted by the Kimball Public Schools 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. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
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 the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
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.
4. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

##### Long-Term Suspension:

A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The

notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

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. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
2. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
3. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with the law.
4. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
5. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
6. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences,

and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

Emergency Exclusion: A student may be excluded from school in the following circumstances:

1. 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
2. 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 described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

Other Forms of Student Discipline:

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but 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. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

Part 2 Student Conduct

Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well-being or rights of other students, staff or visitors.

Grounds for Suspensions, Expulsion or Mandatory Reassignment:

The following conduct has been determined by the Kimball Board of Education or has the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension,

expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing, selling, or dispensing, of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence: has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school for school purposes, or at a school-sponsored activity or school-sponsored athletic event.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.

13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes, or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
15. Dressing in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use. (Further dress code information is provided in a later section).
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

**Part 3 Additional Student Conduct Rules:**

The following additional student conduct rules are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

**Student Appearance Policy:**

Students at Kimball Public Schools are expected to dress in a way that is appropriate for a school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

1. Clothing or jewelry that is gang related;
2. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants...etc.).
3. Any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing.
4. Clothing or jewelry that advertises, promotes, or makes references to beer, alcohol, tobacco, or illegal drugs;
5. Clothing or jewelry that could be used as a weapon (chains, spiked apparel...etc.) or that would encourage "horse-play" or that would damage property (e.g. cleats).
6. Head wear including hats, caps, sunglasses, bandannas, scarves, and hoods on sweatshirts.
7. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meanings.
8. Coats and backpacks are to be kept in lockers during the day. Sweatshirts including hoodies are acceptable, however, hoods are not allowed on the head during school.
9. Sleepwear including pajamas and slippers.

Health laws require that shoes be worn at all times while in school.

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

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student may be sent home to change clothes or be provided with proper apparel. Continual violations of the dress code will result in disciplinary actions under the

School's Disciplinary Point System. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

**Harassment and Bullying Policy:**

It is the policy of Kimball Public Schools that "bullying" type behavior is strongly discouraged. These guidelines are established to respond specifically to bullying behavior. Students and parents are advised that other response measures are also in place and set forth in Article 10 of this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

1. Step One: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school's opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions that may include expulsion, in the event the conduct is also a violation of other provisions of the student code.
2. Step Two: The second time school personnel become aware of a harassment incident, the student's parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.
3. Step Three: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student to the Harassment Program level set forth below which the school authorities determine to be appropriate.
4. Step Four: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

**Harassment and Bullying Program—Levels.**

Purpose: All students have the right to attend Kimball Public Schools free from verbal and physical harassment and bullying. The purpose of the Harassment and Bullying Program is to protect students and staff from those who fail or refuse to comply with school guidelines regarding the treatment of others.

- a) Level I: The guidelines for a Level I placement are listed below.
  - a. The length of the assignment will be for a minimum of two weeks.
  - b. The student will report to the office no later than 7:45 a.m. each morning.
  - c. The student will eat on campus at an assigned table.

- d. The student will report to an assigned room at the end of the day, and will remain until 4:00 p.m. This will allow all other students to leave the school grounds in safety.
- b) Level II: The guidelines for this level are listed below.
  - a. The length of the assignment will be for a minimum of two weeks.
  - b. The student will report to the office no later than 7:45 a.m. each morning.
  - c. The student will eat on campus at an assigned table.
  - d. The student will report to an assigned room at the end of the day, and remain until 4:00 p.m.
  - e. The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.
- c) Level III: This is a long-term assignment. The guidelines are listed below.
  - a. All items listed in Level II will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.

**Inappropriate Public Displays of Affection (IPDA):**

Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Consequences for PDA are listed in the School's Disciplinary Point System.

**Academic Integrity.**

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:
  - (1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:
    - (a) Tests (includes tests, quizzes and other examinations or academic performances):
      - (1) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

- (2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
  - (3) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (4) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- (1) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (2) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student’s work. For example, a student engages in cheating if the student has a draft essay reviewed by the student’s parent or sibling, and the essay is substantially re-written by the student’s parent or sibling. Assistance from home is encouraged, but the work must remain the student’s.
  - (4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student’s real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher’s grade book or the school records is a serious form of cheating.
- (2) “Plagiarism” means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing

source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
- (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
  - (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

### Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions. "Electronic devices," include, but are not limited to, cell phones, Mp3 players, ear buds/airpods, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, laptop computers (other than school-approved devices), and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
- c. Possession and Use of Electronic Devices.

- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
- (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.
- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Students shall not use electronic devices at any time or place for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; or (f) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Electronic devices used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way. Consequences are listed in the School's Disciplinary Point System.
- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
  - (a) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (b) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

#### **Dating Violence**

Kimball Public Schools strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

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

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District's authority.

#### **Specific Rule Items:**

The following additional rules will be enforced. Violations may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion.

- a. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
- b. Students in the hallway during class time must have a pass with them.
- c. Food, candy, and drinks other than water are not allowed in the classrooms and hallways, except upon administrative approval. In addition, sack lunches are the only "outside" food allowed to be consumed during the day. Bottled water is allowed in the school, however, it is up to individual teachers as to whether it is allowed in his/her classroom.
- d. Students are expected to bring all books and necessary materials to class. This includes study halls.
- e. Assignments for all classes are due as assigned by the teacher.
- f. Students are not to operate the mini-blinds or the windows.
- g. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung and the teacher has dismissed the class.
- h. Students are to be in their seats and ready for class on the tardy bell.
- i. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained to you by that teacher which must be followed.
- j. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.

- k. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
- l. Snow handling is prohibited.

**Law Violations:**

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian. **Legal Reference: Neb. Rev. Stat. sections 79-254 to 79-296**

**Network, E-Mail, Internet and Other Computer Use Rules (Board Policy 603.08)**

The Kimball Public Schools Board of Education recognizes that the use of electronic media, telecommunication and technology access is an important aspect of education. Therefore they authorize the Superintendent of Schools or his designees to direct, establish, and enforce regulations, forms, procedures, guidelines, and standards for the use of the school's resources in these and related areas.

These include, without limitation, computers and related technology equipment, all forms of E-mail or electronic communication, and the Internet. Neither staff nor students shall use school technology resources for school-provided access to the Internet for material that is obscene, violent in nature, or is pornography.

It is the intent of the Board to meet all the criteria relating to the Children's Internet Protection Act, and all other applicable laws.

### **STUDENT ACCESS TO NETWORKED INFORMATION RESOURCES**

In order to match electronic resources as closely as possible to the approved district curriculum, district personnel will review and evaluate networked information resources order to offer material, which complies with Board guidelines listed in Board Policy 603.1 governing the selection of instructional materials. In this manner, staff will provide developmentally appropriate guidance to students as they make use of telecommunications and electronic information resources to conduct research and other studies related to the district curriculum. All students will be informed by staff of their rights and responsibilities as users of the district network prior to gaining access to that network, either as an individual user or as a member of a class or group.

As much as possible, access to district information resources will be designed in ways, which point students to those which have been reviewed and evaluated prior to use. While students may be able to move beyond those resources to others that have not been evaluated by staff, they shall be provided with guidelines and lists of resources particularly suited to the learning objectives. In addition, Kimball Public Schools utilizes software on all computers with access to the Internet as a means for monitoring access by minors as well as restricting Internet access to inappropriate websites. Students may pursue electronic research independent of staff supervision only if they have been granted parental permission and have submitted all required forms. Permission is not transferable and may not be shared.

### **I. INTERNET RULES**

Students are responsible for good behavior on school computer networks just as they are in a classroom or a school hallway. Communications on the network are often public in nature. General school rules for behavior and communications apply.

The network is provided for students to conduct research and communicate with others. Independent access to network services is provided to students who agree to act in a considerate and responsible manner. Parent permission is required for minors. Access is a privilege, not a right. Access entails responsibility.

Individual users of the district computer networks are responsible for their behavior and communications over those networks. It is presumed that users will comply with district standards and will honor the agreements they have signed.

Network storage areas may be treated like school lockers. Network administrators may review files and communications to maintain system integrity and insure that users are using the system responsibly. Users should not expect that files stored on district servers would always be private.

During school, teachers of younger students will guide them toward appropriate materials. Outside of school, families bear responsibility for such guidance as they must also exercise with information sources such as television, telephones, movies, radio and other potentially offensive media.

The following are not permitted:

- Sending or displaying offensive messages or pictures
- Using obscene language
- Harassing, insulting or attacking others

- Damaging computers, computer systems or computer networks Violating copyright laws
- Using others' passwords
- Trespassing in others' folders, work or files
- Intentionally wasting limited resources
- Employing the network for commercial purposes
- Accessing information that is obscene or inappropriate in content
- Using school resources to engage in “hacking”, “cracking”, or attempts to otherwise compromise any system and or its security
- Engaging in any illegal activities using school resources
- Using electronic mail, chat rooms, and other forms of direct electronic communications for personal purposes
- Providing personal information, such as full name, school, address, and telephone number outside the school network
- Using personal disks, CDs, USB drives, and other storage devices in school computers

## II. SANCTIONS

1. Violations will result in a loss of access.
2. Additional disciplinary action may be determined at the building level in line with existing practice regarding inappropriate language or behavior.
3. When applicable, law enforcement agencies may be involved.

**Kimball Public Schools Electronic Mobile Device Policy and Procedures**

The purpose of this policy is to provide understanding and define expectations for the care and use of Mobile Devices by all users.

The focus of the mobile device program at Kimball Public Schools is to provide tools and resources to the 21<sup>st</sup> Century Learner. The use of Mobile Devices in the classroom and at home enhances the development of personal skills related to collaboration, communication, creativity, critical thinking, organization and work ethic. Therefore, the integration of a variety of technological devices throughout the educational program is essential to the growth and preparation of students for college and the workplace.

Learning results from the continuous dynamic interaction among students, educators, parents and the extended community. The immersion of Mobile Devices does not diminish the vital role of the teacher as the greatest resource for our students. Mobile Devices are a tool, no different than a calculator, book or notebook, to be utilized for the improvement of the learning environment. The devices will allow the teachers to facilitate learning by increasing available resources and strategies used in the classroom.

The mission of Kimball Public Schools is assist students in developing the academic and social skills necessary to be successful citizens of our global community. The use of Mobile Devices facilitates this mission by providing additional resources and increasing the awareness of safety in an online environment. Digital citizenship and internet safety are primary concerns and are addressed in all disciplines.

The policies, procedures and information within this document apply to all Mobile Devices used in the Kimball Public School District, including all other devices considered by administration to fall under this policy. Teachers may set additional requirements for the use of such devices in their classroom.

**TABLE OF CONTENTS**

|                                                    |    |
|----------------------------------------------------|----|
| Mobile Device Specification .....                  | 3  |
| Receiving and Check-in of Your Mobile Device ..... | 3  |
| Care of Your Mobile Device .....                   | 4  |
| Using Your Mobile Device at School .....           | 5  |
| Managing Content and Saving Work .....             | 6  |
| Apps and Digital Books .....                       | 7  |
| Acceptable Use .....                               | 8  |
| Repairs and Replacement: Related Costs .....       | 11 |
| Other Mobile Devices That Remain at School .....   | 12 |
| BYOD (Bring Your Own Device) .....                 | 12 |
| Mobile Device Student Pledge .....                 | 13 |
| Mobile Device Agreement Form .....                 | 14 |
| Mobile Device “Option Out” Form .....              | 15 |

**1. MOBILE DEVICE SPECIFICATIONS**

Chromebook - Lenovo N23

Chromebook – Lenovo 100e

Restriction: No personal machines will be allowed in Kimball Public Schools without permission from building administration.

**2. RECEIVING AND CHECK-IN OF YOUR MOBILE DEVICE****2.1 Receiving Your Mobile Device**

Mobile Devices will be distributed each fall during Kimball Mobile Device Orientation. Parents and students must sign and return the Mobile Device Acceptable Use and Student Pledge document before the Mobile Device can be issued to their child.

**2.2 Mobile Device Check-in**

Mobile device will be returned during the final week of school so they can be checked for serviceability. If a student transfers out of the Kimball Public School District during the school year, the Mobile Device will be returned at the time of check out.

**2.3 Check-in Fines**

Individual school Mobile Devices and accessories must be returned to the KPS designated check-in site at the end of each school year.

Students who withdraw, are suspended or expelled, graduate early, or terminate enrollment for any other reason must return their individual school Mobile Device upon the date of termination. If a student fails to return the Mobile Device at the end of the school year or upon termination of enrollment at KPS, that student will be subject to criminal prosecution or civil liability. The student will also pay the replacement cost of the Mobile Device, or, if applicable, any fees that are deemed necessary. Failure to return the Mobile Device will result in a theft report filed with local law enforcement.

Furthermore, the student will be responsible for any damage to the Mobile Device, consistent with the District's Mobile Device Policy and must return the device and accessories to the designated check-in site in satisfactory condition. The student will be charged a fee for any needed repairs, not to exceed the replacement cost of the Mobile Device.

**3. CARE OF YOUR MOBILE DEVICE**

Students are responsible for the general care of the mobile device that has been issued to them by the school. Mobile Devices that are broken or fail to work properly must be taken to the Technology Director for an evaluation of the device.

**3.1 General Precautions**

- Follow the Mobile Device and Kimball Public Schools Acceptable Use Agreements.

- Carefully insert/remove cords, cables and cards to avoid damage.
- It is the student's responsibility to keep the device charged for school each day.
- Students must keep the device and its case free of damage, while not in use.
- Stickers, or labels that are not the property of Kimball Public Schools shall never be attached to the mobile device.
- Kimball Public Schools labels should never be removed or tampered with.
- Food/drink is not recommended while using the Mobile Device.

### 3.2 Storing Your Mobile Device

Secure your Mobile Device at all times. Never leave the Mobile Device in an area that is unsupervised or unlocked, any vehicle (at home or at school), or with an un-trusted individual.

Unsupervised areas: (include but are not limited to)

- School grounds and campus.
- Lunchroom, computer lab, media center, locker rooms, unlocked classrooms, gymnasium, lockers, and hallways.

Any Mobile Device left in these areas is in danger of being **stolen**. A mobile device found in an unsupervised area will be turned in to the office or Technology Director. The student responsible for the device will attend a retraining session on the care and use of the device.

- When not using the Mobile Device, students should store the device in a locker or other secure location. Do not place items on top of the device.
- Students in athletics and activities must take care to ensure their Mobile Device is secured if they bring the device to practice or events.
- Secure locations for temporary storage include checking the device in with a teacher, media director, or office.

### 3.3 Transporting or Carrying Your Mobile Device

Care must be taken when placing the Mobile Device into backpacks, lockers, folders and/or workbooks to avoid placing pressure and weight on the Mobile Device screen.

### 3.4 Screen Care

The screens are particularly sensitive to excessive pressure placed on the screen and can be damaged if subjected to rough treatment.

- **No Cleansers** of any type should be used to clean the screen.
- Do not lean on the Mobile Device.
- Do not place anything near the Mobile Device that may press against the screen.

- Avoid dropping or “bumping” the Mobile Device against lockers, walls, car doors, floors, etc. as it will eventually break the screen and/or other components.

#### 4. USING YOUR MOBILE DEVICE AT SCHOOL

Mobile Devices are intended for use at school each day. In addition to teacher expectations for Mobile Device use, school messages, announcements, calendars and schedules may be accessed using the Mobile Device. Students must be responsible for bringing their Mobile Device to all classes, unless specifically instructed not to do so by their teacher.

##### 4.1 Mobile Devices Left at Home

If students leave their Mobile Device at home, they are responsible for getting the course work completed as if they had their Mobile Device present. If a student repeatedly (3 or more times as determined by Teacher/Administrator) leaves their Mobile Device at home, they will be required to “check out” their Mobile Device from the Media Center for a specified period of time.

##### 4.2 Mobile Device Undergoing Repair

Loaner Mobile Devices (if available) may be issued to students during the time that their device is under repair. Loaner devices will be issued on a first come first served basis.

##### 4.3 Charging Your Mobile Device’s Battery

Students are responsible for bringing their fully charged device to school each day; therefore, the Mobile Devices need to be charged each evening. The Power Adapter that has been checked out with the device should remain at home and stored in a safe place where it will not be damaged or lost. The same charger that was issued to the student at check-out will be checked in with the device at the end of the year.

##### 4.4 Screensavers/Background Photos

- Inappropriate or copyrighted media may not be used as a screensaver or background photo.
- Presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drug, and gang related symbols or pictures will result in disciplinary action (including but not limited to loss of use of the device).

##### 4.5 Sound, Music, Games, or Programs

- Sound must be muted at all times unless permission is obtained from the teacher for instructional purposes.
- Educational games may be allowed at teacher discretion. Gaming for the sake of personal amusement is prohibited.
- Presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drug, and gang related symbols or pictures will result in disciplinary action (including but not limited to loss of use of the device).

- The Mobile Device is owned by the Kimball Public School District; therefore, the Acceptable Use Policy governs the use of the device at all times.

#### 4.6 Printing

Printing will be allowed on select printers at Kimball Jr/Sr High School.

#### 4.7 Home Internet Access

Students are allowed to set up wireless networks on their Mobile Devices. This will assist them with Mobile Device use while at home. The Chromebooks have to be connected to a Wi-Fi connection in order to function.

### 5. **MANAGING CONTENT AND SAVING WORK**

#### 5.1 Saving to the Mobile Device

Kimball Public Schools will not back up information. It is the student's responsibility to ensure that the work is not lost due to mechanical failure or accidental deletion. Mobile Device malfunctions are not an acceptable excuse for not submitting work.

It is the student's responsibility to manage the allotted Mobile Device storage space. If the Mobile Device storage space becomes full, the student will need to delete any personal item or App(s) to make room for school required items or App(s). Remember that photos, video and music use a high amount of storage space.

#### 5.2 Network Connectivity

The Kimball Public School District makes no guarantee that their wireless network will be up and running 100% of the time. In the rare case that the wireless network is down, the District will not be responsible for lost or missing data.

While connected to the District wireless internet, content will be filtered as it is for all devices connected on the District network. Parents will need to monitor content when students are working and connected off-site. Inappropriate content downloaded or browse/viewed on or off-site is unacceptable and subject to disciplinary action of the student. This would include non-educational games, presence of guns, weapons, pornographic materials, inappropriate language, alcohol, drug, and gang related symbols or pictures.

### 6. **APPS AND DIGITAL BOOKS**

#### 6.1 Kimball Public Schools Installed Apps

- The applications installed by Kimball Public Schools must remain on the Mobile Device in usable condition and be easily accessible at all times
- Kimball Public Schools personnel will determine adoption or discontinued use of Apps and reserve the right to remove apps and bear no responsibility for lost data when apps are removed.

## 6.2 Student Installation of Apps

- Students are not allowed to load Apps on their Mobile Devices.
- Students are responsible for managing their allocated storage availability on their Mobile Devices. Personal pictures, music, and/or movies may need to be removed to allow for needed storage on Mobile Devices.

## 6.3 Inspection

Students may be selected at random to provide their Mobile Device for inspection by administrators or members of the Technology Committee. Inspection of the device includes the physical condition of the device and content loaded onto the device. If requested, the student must provide the username and password to access their data. Damage, tampering, or inappropriate content will result in discipline or fines to the student.

## 6.4 Procedure for Reloading Apps

If technical difficulties occur, unauthorized or inappropriate apps are identified, the Mobile Device will be restored to original settings and Apps. The school does not accept responsibility for the loss of any applications or documents deleted due to a restoration.

## 6.5 App Upgrades

- Students are **NOT** allowed to update any of the Kimball Public Schools core Apps. Kimball Public Schools personnel will periodically update those core Apps.
- Students can update any of their personal Apps.

## 6.6 Digital Books

- Only school approved material (books, etc.) will be allowed on Mobile Devices.
- Presence of non-educational games, pornographic materials, inappropriate language, alcohol, drug, and gang related material or pictures will result in disciplinary actions.

7. **ACCEPTABLE USE**

These guidelines are provided here so that students and parents are aware of the responsibilities students and adults accept when they use Kimball Public School District owned Mobile Devices.

**The use of the Kimball Public School District's technology resources is a privilege, not a right.** The privilege of using the technology resources provided by the Kimball Public School District is not transferable or extendible, by students, to people or groups outside the district and terminates when a student is no longer enrolled in the Kimball Public School District. If a person violates any of the User Terms and Conditions named in this policy or the Acceptable Use policy of the Student/Parent Handbook, privileges may be terminated, access to the school district technology resources may be denied, and the appropriate disciplinary action shall be applied.

Violations may result in disciplinary action up to and including suspension/expulsion for students. When applicable, law enforcement agencies may be involved.

7.1 Parent/Guardian Responsibilities and Terms

- Will read the Acceptable Use Policy and discuss it with my child.
- Will supervise my child's use of the Mobile Device at home.
- Will make sure my child charges the Mobile Device nightly and begins the school day with a fully charged battery (Once per day unless the battery is near or fully discharged).
- Will make sure my child brings the Mobile Device to school each day.
- Will discuss appropriate use of the Internet and supervise my child's use of the Internet. Consider the use of Internet filters for home on-line networks.
- Will **NOT** attempt to repair the Mobile Device.
- Will report any problems or damage to the Mobile Device to the building administrator, teacher, and/or school technology director.
- Will report loss/theft of Mobile Device to school and proper authorities (police) within 24 hours if occurrence happens outside of school.
- Will **NOT** change or attempt to change the configuration of software or hardware.
- Will **NOT** remove any Apps or certificates on the Mobile Device except for personal Apps.
- Will **NOT** alter or remove the school device management certificates at any time.
- I agree to allow the school administration, teacher, or technology department to examine the device, Apps, and content at any time.
- I agree to make sure that the Mobile Device is returned to the school when requested and upon my child's withdrawal from Kimball Public Schools.
- Signing this agreement gives permission to the student to create online accounts under the Kimball Public Schools staff direction and guidance only for educational purposes.
- Should you want your student to opt out of having a Mobile Device, you will need to sign a form indicating this and understand that your student is still responsible for meeting the course requirements (may take longer).

7.2 School Responsibilities

- Provide Internet and email access to its students during the school day.
- Utilize an Internet filter to block inappropriate materials as able on and off campus.
- Provide staff guidance to aid students in doing research and help assure student compliance to the Kimball Public Schools Acceptable Use policy, copyright adherence and digital citizenship training.

7.3 Student Responsibilities

- Read the Acceptable Use policy and discuss it with my parent/guardian.

- Use computers/devices in a responsible and ethical manner.
- Charge the Mobile Device nightly and begin the school day with a fully charged battery (Once per day unless the battery is near or fully discharged).
- Bring the Mobile Device to school every day.
- Make the Mobile Device available for inspection by an administrator, teacher or technology personnel upon request and provide the username and password.
- Obey general school rules concerning behavior and communication that apply to technology use. This means use of appropriate language in all communications.
- Use all technology resources in an appropriate manner so as to not damage school equipment. This “damage” includes, but is not limited to, loss of data resulting from delays, non-deliveries, missed-deliveries or service interruptions caused by the student’s own negligence, errors or omissions.
- Assist the Kimball Public School District in protecting our computer system/device by contacting an administrator about any security problems they may encounter.
- Monitor all activity student accounts (Teacher Coursework).
- Follow all the timelines for collection of Mobile Devices at the end of the school year and as requested by District personnel.
- Students who graduate early, withdraw, are suspended or expelled, or terminate enrollment at Kimball Public Schools for any other reason must return their individual school Mobile Device on the date of termination.
- Report to teachers or technology personnel any malfunctioning Mobile Device or damaged device.

7.4 Student Activities Strictly Prohibited

- Illegal installation use of or transmission of copyrighted materials. If you are unsure, ask a teacher.
- Any actions that violate existing Kimball Public Schools policies or public law.
- Accessing, uploading, downloading or distributing offensive, profane, threatening, pornographic, obscene, or sexually explicit materials.
- Using external devices with the Mobile Device without prior approval from the administration.
- Accessing other student’s accounts, files, and/or data.
- Use of the school’s Internet/email for financial or commercial gain or for any illegal activity.
- Giving out personal information (name, address, photo or any other identifying information), for any reason, over the Internet, including, but not limited to, setting up Internet accounts for personal use (chat rooms, EBay, email).

- Participating in credit card fraud, electronic forgery or other forms of illegal behavior.
- Attempting to alter harm or destroy hardware, Apps or data, including, but not limited to, the uploading or creation of computer viruses or computer programs that can infiltrate computer systems and/or damage components of school equipment.
- Transmission or accessing materials that are obscene, offensive, threatening or otherwise intended to harass or demean recipients.
- Bypassing the Kimball Public Schools web filter through a web proxy or any other means.
- If a student receives any communication containing inappropriate or abusive language or media, it is necessary to:
  1. Show a teacher or administrator immediately.
  2. Save a copy for the teacher/administrator.
  3. Delete the material from the device and/or storage IN THE PRESENCE of the teacher/administrator.
  4. Students are prohibited from sharing/forwarding any inappropriate material via email or through any other means of communication.
- Students will report loss/theft of device to parents, school and proper authorities (police) within 24 hours.
- Students **WILL NOT**:
  - Change or attempt to change the configuration or settings of managed devices. Any attempt will result in disciplinary action.
  - Attempt to repair, alter, or make additions to the Mobile Device.
  - Remove or attempt to remove Kimball Public Schools identification tags on Mobile Devices.
  - Deface device with any type of stickers or markings.
- Mobile Devices are **STRICTLY FORBIDDEN** to be used or powered on in bathrooms, dressing rooms, or locker rooms.

Violations of these prohibited activities will result in consequences as shown in Article 8 of the Kimball Jr/Sr High School Parent and Student Handbook.

#### 7.5 Student Discipline

The discipline procedures in the Kimball Public Schools handbooks address serious and major offenses such as stealing and destruction of school or personal property, which apply to the Mobile Device. Depending on the seriousness of the offense, students may lose Mobile Device and/or network privileges as well as being held for detention, suspension, retraining, or in extreme cases, expulsion.

Consequences in no particular order:

- Retraining of acceptable and responsible use.
- Conference with teacher and teacher documentation.
- Written or verbal warning and/or detention.
- Written or verbal contact with parents.

- Parent Conference with student.
- Suspension from Mobile Device use for 1-3 days or more due to repeat offenses.
- In School Suspension.
- Suspension from School.
- Expulsion
- Notification of outside agency and/or police with filing of charges where appropriate.
- Permanent loss of Mobile Device.

## 8. REPAIRS AND REPLACEMENTS: RELATED COSTS

### 8.1 Repairs or Replacement Costs

Students will be held responsible for **ALL** damage to their devices resulting from misuse, neglect, or accidental damage including but not limited to: broken screens, cracked plastic pieces, inoperability, etc.

Any damage to a mobile device due to vandalism, horseplay, etc. will result in disciplinary action and repair or replacement costs accrued by the person responsible for such damage.

| Claim                           |                                          |
|---------------------------------|------------------------------------------|
| Lost Device                     | Full Replacement Cost<br>Up to: \$350.00 |
| Destroyed (total loss) device   | Full Replacement Cost<br>Up to: \$350.00 |
| Stolen Device due to negligence | Full Replacement Cost<br>Up to: \$350.00 |
| Repairs                         | Full Repair Cost                         |

**The Superintendent, Building Principal and/or Technology Director will determine if negligence was involved in the incident and will review each case. Fees may possibly be waived and/or payment plans will be accepted on merits of each case.**

**The school district will contact the designated vendor to send in devices that malfunction or receive damage.**

**9. OTHER MOBILE DEVICES THAT REMAIN IN SCHOOL**

There are Mobile Devices owned by Kimball Public School District that will remain in the school at all times. These devices will be used as loaners during repair time and Kimball Public Schools will manage these devices in regards to restrictions and installation of apps and content.

- No student will be allowed to install apps or digital books on a loaned device..
- Students will follow all the guidelines in this Policy while devices are loaned out to the individual or classroom.
- Internet access may or may not be provided to these devices.
- Screen savers – no changes allowed.

**10. BYOD (Bring Your Own Device)**

Kimball Public Schools does not support a Bring Your Own Device program. Personal devices will not be supported, maintained, or repaired by the District or given access to the school wireless network.

## Kimball Public Schools Student Pledge for Mobile Device Use

1. I will take good care of my Mobile Device.
2. I will never leave the Mobile Device unattended.
3. I will never loan out my Mobile Device to other individuals.
4. I will know where my Mobile Device is at all times.
5. I will charge my Mobile Device daily.
6. I will keep food and beverages away from my Mobile Device since they may cause damage to the device.
7. I will not disassemble any part of my Mobile Device or attempt any repairs.
8. I will protect my Mobile Device by only carrying it while in the case provided.
9. I will not place decorations (such as stickers, markers, etc.) on the Mobile Device.
10. I will not deface the serial number or District tags on any Mobile Device.
11. I understand that my Mobile Device is subject to inspection at any time without notice and remains the property of Kimball Public Schools.
12. I will follow the policies outlined in the Acceptable Use Agreement while in school and outside of the District grounds.
13. I will be responsible for all damage or loss of the Mobile Device that is caused by neglect or abuse.
14. I agree to return the Mobile Device and accessories in good working condition.
15. I will use appropriate measures to secure the Mobile Device when not in use.
16. I will use my Mobile Device in ways that are appropriate and acceptable to meet Kimball Public Schools educational expectations.

**I agree to the rules and guidelines presented in the above document and promise to abide by these stipulations.**

|                      |  |
|----------------------|--|
| Student Name (Print) |  |
| Student Signature    |  |
| Date                 |  |

|                     |  |
|---------------------|--|
| Parent Name (Print) |  |
| Parent Signature    |  |
| Date                |  |

**All students must return their Mobile Device and accessories at the end of each school year.**

**If a student transfers, is suspended or expelled, or terminates enrollment at KPS the Mobile Device and accessories must be turned in by the date of termination.**

**Kimball Public Schools**  
**Mobile Device Agreement Form 2018-2019**

Please print the following information:

|                             |  |
|-----------------------------|--|
| <b>Student Name</b>         |  |
| <b>Grade Level</b>          |  |
| <b>Parent/Guardian Name</b> |  |

I agree that my student and I have read and will comply with all policies and procedures with the Kimball Public School District Mobile Device Policy. I understand that this policy covers one Chromebook device and accessories that are property of Kimball Public Schools for this student named on this form.

---

Student Signature

---

Parent/Guardian Signature

---

Date

**Kimball Public Schools**  
**Mobile Device “Option Out” Agreement**

I DO NOT wish to allow my child to take the Mobile Device and accessories off school grounds. I do understand that students are held responsible for ALL school assignments, projects, assessments, etc. that may require technology use outside of the regular school day. I choose to provide this additional technology opportunity for my student with my personal home technology.

|                                  |  |
|----------------------------------|--|
| <b>Student Signature</b>         |  |
| <b>Parent/Guardian Signature</b> |  |

---

Student Signature

---

Parent/Guardian Signature

---

Date

**Part 4 Reporting Student Law Violations**

- (1) Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
- (2) When a Principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the Principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
- (3) In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Kimball Public Schools to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
  - (a) Knowingly possessing illegal drugs or alcohol.
  - (b) Aggravated or felonious assault.
  - (c) Vandalism resulting in significant property damage.
  - (d) Theft of school or personal property of a significant nature.
  - (e) Automobile accident.
  - (f) Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

**Part 5 Disciplinary Point System – 100 Point Maximum**

The purpose of the discipline point system is to:

- 1) Improve the educational environment for students, teachers, parents, and staff.
- 2) Inform students and parents of rules and policies
- 3) Record discipline violations in a systematic way

Parents and students must be made aware of any violation of school policies and procedures concerning behavior. Progressive discipline is based upon the belief that an individual does not have the right to infringe upon the rights of others. Also, all people concerned with the school have the responsibility of creating a positive learning environment.

The vehicle used to implement the discipline system is a point system. Each student will begin with zero points at the beginning of the school year. Each discipline action will carry a point value. If 100 points are obtained before the end of the school year, then the student will be recommended for expulsion and due process will be followed. The length of suspension or expulsion will carry over into the next semester/year if the semester or school year ends before the suspension or expulsion has been served

The following categories will be used as a guideline to determine consequences for student misconduct, however, not all behavior can be predicted and/or categorized; therefore, the administration reserves the right to handle situations on an individual basis.

## DEFINITIONS

**Detentions** – Time during the day (before school, at lunch, or after school) when a student is required to report to a specified area to make up time.

**Disruption of School/Class/Assemblies** – Examples include yelling, running, persistent talking, horseplay...etc.

**Disruptive Objects** – Tacks, whistles, rubber bands, etc.

**Excessive Profanity/Vulgarity** – A stream of profanity and/or gestures that become a major disruption.

**Explosives, Fireworks, and Foul Substances** – Any article containing an explosive or combustible substance (including fireworks) or foul offensive or injurious substances or compounds with intent to use the same against the person or property of another.

**Expulsion** – Refer to page 34 of this handbook.

**Expulsion for Possessing a Firearm or Dangerous Weapon** – Refer to page 37 of this handbook.

**Students Expelled from Another School** – Any student expelled from another school will not be allowed to enroll in Kimball Public Schools until the expulsion period has been enforced/fulfilled from the previous school.

**Extortion/Blackmail** – The direct attempt to extract money, goods, or favors from another individual through coercion, force, or threats.

**False Alarm of Fire** – Raising or creating any false alarm of fire in or to any buildings or part of any building structure or property of the school district by any means or manner.

**False Call** – The act of claiming the name of another person to excuse a student from class or school.

**Fighting** – The act of quarreling (physical or verbal), which could or does result in bodily contact in or on school property, including any activity under school sponsorship.

**Forgery** – The act of using in writing the name of another person, or falsifying times, dates, grades, addresses, or other data on school forms.

**Gross Misbehavior** – Misbehaving that is totally beyond simple inappropriate behavior; overt behavior that threatens property or the safety and well-being of others including the promoting of fighting.

**Harassment/Intimidation** – Any act or threat by force or verbalization against another person.

**Illegal Entry** – Forced entry or entry without administrative authorization into a building, room, or school property.

**Illegal Explosives** – Possessing, using, threatening to use, or transferring any weapon or instrument capable of inflicting bodily injury.

**Inappropriate Behavior/Gestures** – Behavior on school grounds or school activities that is not acceptable as measured by the general standards of the school and community including words, gestures, pictures, etc.

**Inappropriate Dress** – Refer to Pages 37 & 38 in this handbook.

**Indecent Exposure** – Exposing yourself in the presence of other people.

**Indecent Material** – The act of portraying obscenity or vulgarity in pictures or caricatures in assignments, on any personal property visible to others at school, or on any school property.

**In-School Suspension** – A disciplinary action whereby a student is separated from class attendance, but is required to be at school.

**Insubordination** – Disregard for the authority of staff members and other adult employees.

**Intimate Acts** – Prolonged public display of affection or inappropriate public physical contact in the school setting or on school property.

**Littering** – To dump, deposit, place, throw, or leave litter in and upon school property other than in receptacles set aside for such purposes.

**Loitering** – Being somewhere other than where authorized and refusing to leave when ordered; being in a school area without an authorized pass.

**Long-term Suspension** – More than five school days, but less than twenty school days.

**Major Theft** – Theft of property valued at or over \$20.00.

**Mandatory Reassignment** – Assignment to another educational setting.

**Minor Vandalism** – Vandalism of property or materials with a value of less than \$20.00.

**Misuse of School Materials** – Misusing and/or using school materials in an unauthorized manner (shop materials, home economics, food products, etc.). Also, writing or marking on desks, books, lockers, etc.

**Physical or Verbal Assault** – The act of initiating a violent, (physical or verbal) attack against another student on school property, on a school bus, or at a school event.

**Plagiarize** – To steal and pass off as one's own work, without crediting the source.

**Possession or Illegal Use of a Weapon** – The act of possession, using or threatening to use any weapon or instrument capable of inflicting bodily injury.

**Possession/Use of Tobacco** – Using and/or the possession of tobacco products (smoking and chewing) is not permitted on school property or at school activities/events.

**Profanity** – The use of language that is unacceptable to school/community standards.

**Public Display of Affection** – Refer to page 40 of this handbook.

**School Property** – This is defined as any building, buildings, and part of any building, structure, land, or property of the Kimball School District.

**Sexting** - The act of sending sexually explicit messages or photos electronically; primarily between cell phones.

**Sexual Harassment** – Refer to Article 10, Section 3 of this handbook.

**Short-term Suspension** – Up to and including five (5) school days.

**Spitting** – To eject saliva or objects coated with saliva from the mouth.

**Theft** – The act of acquiring and/or being in possession of the property of another without consent.

**Trespass** – Entering upon the lands or premises of the school district without authority after having been forbidden to do so by school staff, or upon being notified to depart from the premises by members of the school staff, refusing or neglecting to depart from said premises.

**Truancy** – The act of unauthorized absence from school for any period of time. Chronic tardiness may be considered truancy.

**Unauthorized Games in School** – Gambling, poker, etc.

**Unlawful Intimidation of School Authority** – Interfering with administrators, teachers, or other school personnel by force or violence.

**Verbal/Physical/Written Threat to Teacher/Staff** – Any verbal, physical or written threat which insults or abuses any staff member or otherwise shows disrespect.

**Vulgarity** – Defined as offensive, lewd, or obscene.

**Category 0 – 0 points (Discipline forms sent to the office)**

- Teacher discipline for minor offenses – Teacher may issue detentions for the first two offenses
  - 1<sup>st</sup> Offense** – Teacher/Student private conference
  - 2<sup>nd</sup> Offense** – Teacher will contact parent or guardian
  - 3<sup>rd</sup> Offense** – Referred to Principal (3-day class suspension – time made up after school)
  - 4<sup>th</sup> Offense** – Referred to Principal (Placed in appropriate category)

**Category N (Nuisance Items) – 5 points**

- Nuisance items include, but are not limited to: personal stereos, cell phones, laser pointers...etc.
  - 1<sup>st</sup> Offense** – Item confiscated until the end of the day.
  - 2<sup>nd</sup> Offense** – Item confiscated and parent/guardian must come to the school and pick up the item in person.
  - 3<sup>rd</sup> Offense** – Same as 2<sup>nd</sup> offense and the student will be assigned detention time.
  - 4<sup>th</sup> Offense** – Same as 2<sup>nd</sup> offense and the student will receive either ISS or OSS

**Category I – 5 points**

- Public display of affection
  - Failure to keep locker clean
  - Littering
  - Profanity/Vulgarity
  - Inappropriate dress
  - Excessive Tardies (Groups of five)
  - Other
- 1<sup>st</sup> Offense** – Conference with the Principal  
**2<sup>nd</sup> Offense** – Detention  
**3<sup>rd</sup> Offense** – 1-day in-school suspension  
**4<sup>th</sup> Offense** – 1-day out-of-school suspension

**Category II – 10 points**

- Skipping class\*
  - Academic dishonesty
  - Disorderly conduct
  - Inappropriate cafeteria behavior
  - Leaving school grounds without permission
  - Lying
  - Misuse of school material and equipment
  - Disorderly conduct on school bus
  - Refusal to participate in class
  - Other
- 1<sup>st</sup> Offense** – Detention  
**\* 1<sup>st</sup> Offense skipping** – Detention or ISS for each class skipped  
**2<sup>nd</sup> Offense** – 1-day in-school suspension  
**3<sup>rd</sup> Offense** – 1-day out-of-school suspension  
**4<sup>th</sup> Offense** – 2-day out-of-school suspension  
**5<sup>th</sup> Offense** – 3-day out-of-school suspension

**Category III – 15 points**

- Possession of indecent material and/or “sexting message”
  - Disruption of school/class
  - Disruption of assemblies or programs
  - Inappropriate behavioral gestures
  - Disruptive objects
  - Excessive Profanity/Vulgarity
  - Refusal to serve detention and/or skipping detention
  - Other
- 1<sup>st</sup> Offense** – 1-day in-school suspension  
**2<sup>nd</sup> Offense** – 2-day in-school suspension  
**3<sup>rd</sup> Offense** – 2-day out-of-school suspension  
**4<sup>th</sup> Offense** – 3-day out-of-school suspension  
**5<sup>th</sup> Offense** – 5-day out-of-school suspension

**Category IV – 20 points**

- Possession or use of vape products or tobacco (smoking or chewing) on school grounds
  - Careless driving/endangerment
  - False Calls
  - Forgery of notes
  - Minor vandalism
  - Minor Theft
  - Disrespect to staff
  - Other
- 1<sup>st</sup> Offense** – 1-day out-of-school suspension  
**2<sup>nd</sup> Offense** – 2-day out-of-school suspension  
**3<sup>rd</sup> Offense** – 3-day out-of-school suspension  
**4<sup>th</sup> Offense** – 5-day out-of-school suspension

**Category V – 25 points**

- Gross misbehavior
  - Harassment/Intimidation
  - Major Theft
  - Verbal Assault
  - Insubordination
  - Fighting
  - Other
- 1<sup>st</sup> Offense** – 3-day out-of-school suspension  
**2<sup>nd</sup> Offense** – 3-day out-of-school suspension  
**3<sup>rd</sup> Offense** – 5-day out-of-school suspension

**Category VI – 30 points**

- Indecent exposure
  - Intimate acts
  - Students who send or encourage another to send a “sexting” message
  - Open and persistent defiance of authority
  - Vandalism
  - Threatening behavior: written, verbal, or physical to staff members
  - Sexual harassment – verbal
  - Other
- 1<sup>st</sup> Offense** – 5-day out-of-school suspension  
**2<sup>nd</sup> Offense** – 5-day out-of-school suspension  
**3<sup>rd</sup> Offense** – 10-day out-of-school suspension

**Category VII – 50 points**

- Extortion
  - False fire alarm
  - Possession of weapon other than firearm (police will be called)
  - Alcohol/Drug possession or use (police will be called)
  - Possession or use of vape pods/cartridges containing THC (police will be called)
  - Physical assault
- 1<sup>st</sup> Offense** – 5-day out-of-school suspension  
**2<sup>nd</sup> Offense** – Recommended Expulsion

**Category VIII – 100 points**

- Arson
  - Bomb threat
  - Physical assault on a staff member
  - Possession and/or use of explosives
  - Use of any instrument as a weapon
  - Excessive vandalism
  - Possession of a firearm
  - Alcohol/Drug selling
  - Physical sexual harassment
  - Other
- 1<sup>st</sup> Offense** – Recommended Expulsion

**Part 6 Due Process Procedure**

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment longer than 5 days.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or 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 or her designee shall serve by registered or certified mail or by personal service 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.
  - (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 five school days following the actual receipt of the written notice, but not more than thirty 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 thirty 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, and the student, 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, and the student, 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 and affidavits and the statements of any witnesses in the possession of the Kimball Public Schools 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 nor will any conclusion 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, 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, 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 three members shall, within ten 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 that 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 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.

#### **Part 7 Positive Behavior interventions and Supports (PBiS)**

Kimball Jr/Sr High School and Mary Lynch Elementary Schools are PBiS Schools with the established umbrella goals of: **Respect, Responsibility, Effort, and Safety**. Various areas of the school are targeted and positive student expectations are taught and reinforced by the staff. Students are rewarded for meeting these expectations and doing things the correct way. The following are a list of the expectations for Kimball Jr/Sr High School:

| Area of the School | Respect                                                                                                                                                                                     | Responsibility                                                                                                                                                                                                                                   | Effort                                                                                                                                                                                                                                                       | Safety                                                                                                                                                           |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Classroom          | <ul style="list-style-type: none"> <li>* Use good manners: eye contact &amp; active listening</li> <li>* Use or practice positive communication skills (verbal &amp; non-verbal)</li> </ul> | <ul style="list-style-type: none"> <li>* Homework and assignments completed &amp; returned on time</li> <li>* Come prepared to learn - Bring all materials to class</li> <li>* Push in chairs &amp; clean up your area before leaving</li> </ul> | <ul style="list-style-type: none"> <li>* <u>Be on time</u> and use class time productively</li> <li>* Follow along, ask questions, participate in discussions, &amp; study</li> <li>* Be willing to come in before or after school for extra help</li> </ul> | <ul style="list-style-type: none"> <li>* Stay seated with all four chair legs on the floor</li> <li>* Use safe lab practices and appropriate behavior</li> </ul> |
| Hallway            | <ul style="list-style-type: none"> <li>* Use appropriate language and acceptable volume</li> <li>* Maintain personal space</li> <li>* Keep food and drink in the student center</li> </ul>  | <ul style="list-style-type: none"> <li>* Use time wisely and get to class on time</li> <li>* Clean up after yourself; use trash cans</li> <li>* While class is in session, you need a pass to be in the hallway</li> </ul>                       | <ul style="list-style-type: none"> <li>* Keep lockers clean and organized</li> <li>* Walk with a purpose; get to where you need to be</li> </ul>                                                                                                             | <ul style="list-style-type: none"> <li>* Keep hands and feet to yourself</li> <li>* WALK in the hallways</li> </ul>                                              |

## Article 8 –Student Rights, Conduct, Rules and Regulations

| <b>Area of the School</b>  | <b>Respect</b>                                                                                                                                                                                                 | <b>Responsibility</b>                                                                                                                                                                                           | <b>Effort</b>                                                                                                                                                                                             | <b>Safety</b>                                                                                                                                                                                                                      |
|----------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Student Center</b>      | <ul style="list-style-type: none"> <li>* Use appropriate language and acceptable volume</li> <li>* Honor the dress code</li> </ul>                                                                             | <ul style="list-style-type: none"> <li>* Push in your chairs when leaving</li> <li>* Clean up after yourself; use trash cans</li> </ul>                                                                         | <ul style="list-style-type: none"> <li>* Take care of the facility</li> <li>* Keep food &amp; beverages (other than water) in the student center</li> </ul>                                               | <ul style="list-style-type: none"> <li>* Keep hands and feet to yourself</li> <li>* Sit in chairs appropriately</li> </ul>                                                                                                         |
| <b>Route Bus</b>           | <ul style="list-style-type: none"> <li>* Follow all directions given by the bus driver</li> <li>* Keep hands and feet to yourself</li> </ul>                                                                   | <ul style="list-style-type: none"> <li>* Clean up your area before leaving the bus</li> </ul>                                                                                                                   | <ul style="list-style-type: none"> <li>* Make an effort to respect the transportation being provided</li> </ul>                                                                                           | <ul style="list-style-type: none"> <li>* Find a seat and remain in that seat</li> <li>* Feet on the floor and face forward</li> </ul>                                                                                              |
| <b>Cafeteria and Lunch</b> | <ul style="list-style-type: none"> <li>* Use good manners; say "please" and "thank you"</li> <li>* Use appropriate language and acceptable volume</li> </ul>                                                   | <ul style="list-style-type: none"> <li>* Clean up after yourself; use trash cans</li> <li>* Please put silverware in the soapy water</li> </ul>                                                                 | <ul style="list-style-type: none"> <li>* Use good listening skills with the kitchen staff</li> <li>* Please keep all food and drink in the eating area</li> </ul>                                         | <ul style="list-style-type: none"> <li>* Keep hands and feet to yourself</li> <li>* Make sure you clean up any spills</li> </ul>                                                                                                   |
| <b>Entrance</b>            | <ul style="list-style-type: none"> <li>* Use appropriate language and volume</li> <li>* Keep pathways to the doors clear</li> <li>* Respect others' personal space</li> </ul>                                  | <ul style="list-style-type: none"> <li>* Keep the area clean and free of obstacles</li> <li>* Play games on the grass area</li> </ul>                                                                           | <ul style="list-style-type: none"> <li>* Make a positive first impression to our visitors</li> <li>* Be courteous and use proper manners</li> <li>* Create a positive and friendly environment</li> </ul> | <ul style="list-style-type: none"> <li>* Keep hands and feet to yourself</li> <li>* Use railing appropriately</li> <li>* Refrain from throwing objects</li> </ul>                                                                  |
| <b>Weight Room</b>         | <ul style="list-style-type: none"> <li>* Respect neighboring classrooms</li> <li>* Respect teachers, coaches, sponsors, &amp; other lifters</li> <li>* Play appropriate music at appropriate volume</li> </ul> | <ul style="list-style-type: none"> <li>* Return equipment to the proper location</li> <li>* Report broken equipment and clean equipment after using</li> </ul>                                                  | <ul style="list-style-type: none"> <li>* Take care of the facilities &amp; equipment</li> <li>* Clean up after yourself</li> <li>* Follow your program and LIFT with a purpose</li> </ul>                 | <ul style="list-style-type: none"> <li>* Approved adult sponsor must be present</li> <li>* Use proper lifting techniques and safety guidelines</li> <li>* Don't know, Ask</li> </ul>                                               |
| <b>Activity Bus</b>        | <ul style="list-style-type: none"> <li>* Follow all directions given by the bus driver</li> <li>* Keep hands and feet to yourself</li> </ul>                                                                   | <ul style="list-style-type: none"> <li>* Clean up your area before leaving the bus</li> <li>* Make sure all beverages have a lid</li> </ul>                                                                     | <ul style="list-style-type: none"> <li>* Be on time</li> <li>* Make an effort to respect the transportation being provided</li> </ul>                                                                     | <ul style="list-style-type: none"> <li>* Stay in your seat except to use trash can</li> <li>* Take off your shoes before putting your feet on the seats</li> <li>* At least one sponsor will sit in the back of the bus</li> </ul> |
| <b>Auditorium</b>          | <ul style="list-style-type: none"> <li>* Respect presenters by being attentive and quiet</li> <li>* Unless authorized by staff, food and drink stay outside</li> </ul>                                         | <ul style="list-style-type: none"> <li>* Please turn off and put away electronic devices</li> <li>* Leave to use the restroom only at appropriate times</li> <li>* Clean up your area before leaving</li> </ul> | <ul style="list-style-type: none"> <li>* Be on time and sit in the appropriate seats</li> <li>* Make an effort to respect the facility; treat it as a valuable asset</li> </ul>                           | <ul style="list-style-type: none"> <li>* Use the aisles to get from point A to point B</li> <li>* Sponsors will sit among the students</li> </ul>                                                                                  |

# Article 8 –Student Rights, Conduct, Rules and Regulations

| Area of the School | Respect                                                                                                                                                                                                                    | Responsibility                                                                                                                                                                                                                   | Effort                                                                                                                                                                                                             | Safety                                                                                                                                                                                                      |
|--------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Locker Room        | <ul style="list-style-type: none"> <li>* Respect the personal property of other people</li> <li>* Respect the school facilities</li> <li>* Respect personal space</li> </ul>                                               | <ul style="list-style-type: none"> <li>* Use a school padlock and keep your locker locked</li> <li>* Use appropriate language and volume</li> </ul>                                                                              | <ul style="list-style-type: none"> <li>* Pick up your area</li> <li>* Keep your locker clean and organized</li> <li>* Get in and out of the locker room efficiently</li> <li>* Dress and shower quickly</li> </ul> | <ul style="list-style-type: none"> <li>* Wash gym clothes on a weekly basis</li> <li>* Be careful on and around wet floors</li> <li>* Use appropriate behavior</li> </ul>                                   |
| Restroom           | <ul style="list-style-type: none"> <li>* Walls and Stalls should remain graffiti-free</li> </ul>                                                                                                                           | <ul style="list-style-type: none"> <li>* Double check that toilet flushed</li> <li>* Make sure water is turned off</li> <li>* Return to class when finished</li> </ul>                                                           | <ul style="list-style-type: none"> <li>* Keep the restroom neat and clean for others</li> <li>* Report any problems to the office</li> </ul>                                                                       | <ul style="list-style-type: none"> <li>* Wash hands with soap and water</li> <li>* Keep hands and feet to yourself</li> </ul>                                                                               |
| Gym Class          | <ul style="list-style-type: none"> <li>* Use good manners</li> <li>* Practice positive communication skills (verbal &amp; non-verbal)</li> <li>* Treat equipment appropriately</li> </ul>                                  | <ul style="list-style-type: none"> <li>* Come prepared to participate</li> <li>* Return all equipment to proper storage</li> <li>* Clean up area before leaving</li> </ul>                                                       | <ul style="list-style-type: none"> <li>* Be on time</li> <li>* Follow along and ask questions</li> <li>* Participate and give maximum effort</li> </ul>                                                            | <ul style="list-style-type: none"> <li>* Use equipment properly</li> <li>* Follow rules and use appropriate behavior</li> </ul>                                                                             |
| Gym Activities     | <ul style="list-style-type: none"> <li>* Stay seated in the gym and watch the activity</li> <li>* Practice positive communication skills (verbal &amp; non-verbal)</li> </ul>                                              | <ul style="list-style-type: none"> <li>* Practice good sportsmanship</li> <li>* Clean up your area before leaving</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>* Demonstrate positive school spirit</li> <li>* Be a good spectator</li> </ul>                                                                                              | <ul style="list-style-type: none"> <li>* Use stairs and WALK in the bleacher area</li> <li>* Avoid walking on the floor during game time</li> <li>* Use appropriate behavior</li> </ul>                     |
| Parking Lot        | <ul style="list-style-type: none"> <li>* Respect vehicles and personal property of others</li> <li>* Respect school grounds</li> <li>* Avoid noise pollution</li> </ul>                                                    | <ul style="list-style-type: none"> <li>* Driving is a privilege - follow all driving laws</li> <li>* Keep speeds under 10 mph</li> <li>* Use designated parking spaces</li> <li>* Put trash in appropriate receptacle</li> </ul> | <ul style="list-style-type: none"> <li>* Take initiative to greet guests appropriately</li> <li>* Work to keep the parking lot clean &amp; tidy</li> </ul>                                                         | <ul style="list-style-type: none"> <li>* Stay out of the path of moving vehicles</li> <li>* Socialize in appropriate areas</li> </ul>                                                                       |
| Stadium            | <ul style="list-style-type: none"> <li>* Respect participants, spectators, coaches, and officials</li> <li>* Practice positive communication skills (verbal &amp; non-verbal)</li> <li>* Respect the facilities</li> </ul> | <ul style="list-style-type: none"> <li>* Practice good sportsmanship</li> <li>* Put trash in appropriate receptacle</li> </ul>                                                                                                   | <ul style="list-style-type: none"> <li>* Demonstrate positive school spirit</li> <li>* Be a good spectator</li> </ul>                                                                                              | <ul style="list-style-type: none"> <li>* Use stairs &amp; WALK in the bleacher area</li> <li>* Refrain from throwing items over the stadium</li> <li>* Use appropriate behavior</li> </ul>                  |
| Wrestling Room     | <ul style="list-style-type: none"> <li>* Respect coaches, sponsors, and athletes</li> <li>* Respect individuals' physical abilities and limitations</li> </ul>                                                             | <ul style="list-style-type: none"> <li>* Use only proper footwear</li> <li>* Follow through with personal hygiene</li> </ul>                                                                                                     | <ul style="list-style-type: none"> <li>* Take care of the facilities and equipment</li> <li>* Come prepared to work and improve</li> </ul>                                                                         | <ul style="list-style-type: none"> <li>* approved adult sponsor or coach must be present</li> <li>* Use mat and equipment for intended purpose</li> <li>* Clean and disinfect properly after use</li> </ul> |

# Article 8 –Student Rights, Conduct, Rules and Regulations

| Area of the School | Respect                                                                                                                                                               | Responsibility                                                                                                                                                                                                                                  | Effort                                                                                                                                                               | Safety                                                                                                                                           |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------|
| Library            | <ul style="list-style-type: none"> <li>* Use good manners</li> <li>* Use appropriate language and volume</li> </ul>                                                   | <ul style="list-style-type: none"> <li>*Push chairs in when leaving and pick up your area</li> <li>* Take care of the equipment and books</li> <li>* Return books on time and undamaged</li> <li>*Bring a pass with a stated purpose</li> </ul> | <ul style="list-style-type: none"> <li>* Come prepared to use time wisely</li> <li>* Ask for help if you need it</li> <li>* Take care of library facility</li> </ul> | <ul style="list-style-type: none"> <li>* Stay seated with all four chair legs on the floor</li> <li>* Keep hands and feet to yourself</li> </ul> |
| Detention          | <ul style="list-style-type: none"> <li>* Use good manners</li> <li>* Use appropriate language and volume</li> <li>* Listen and follow teacher's directions</li> </ul> | <ul style="list-style-type: none"> <li>* Bring homework to work on</li> <li>* Push in chairs and clean up your area before leaving</li> </ul>                                                                                                   | <ul style="list-style-type: none"> <li>* Be on time at 3:40 and use your time productively</li> <li>* Check in with the teacher so time can begin</li> </ul>         | <ul style="list-style-type: none"> <li>* Stay seated with all four chair legs on the floor</li> <li>* Keep hands and feet to yourself</li> </ul> |

## **Article 9 – Extra-Curricular Activities – Rights, Conduct, Rules, and Regulations**

### **Section 1      Extra-Curricular programs**

Extra-curricular programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. The Kimball Public Schools will adhere to the rules and regulations set forth in Title IX guidelines on sex discrimination as well as other pertinent rules and regulations.

### **Section 2      Activity Philosophy**

Activities are considered an integral part of the school's program of education and provide experiences that will help boys and girls physically, mentally and emotionally. The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. We believe that participation in activities, both as a player and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, to the team, to the student body, to the community and to the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better people and citizens.

#### Safety

The District's philosophy is also to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. In addition, the District requires that activity team members travel to and from out-of-town events as a unit. Any exceptions to this rule must be approved by both the parents and the coach/sponsor and should be done in writing prior to the departure to the event or prior to releasing the student with the parent/guardian. The note should be given to the Principal, Activities Director, or their designee. Only those people involved with the activity will be allowed to travel in the school vehicle.

#### Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

### Section 3      Activity Code of Conduct

This activity code of conduct is supplemental to the Kimball Public Schools student code of conduct which is in Article 8 of this handbook and any action taken hereunder may be in addition to any action under the student code of conduct said policy.

#### Grounds for Extracurricular Discipline

The grounds for suspension from practices, participation in interscholastic competition, or other participation in extra-curricular activities and competitions are set forth below. In becoming familiar with the conduct rules for extracurricular activities, participants need to remember that they are not only representing themselves, but also, their school and community in all of their actions. Special conduct rules exist for the reasons that:

Participants in Activities Assume Responsibility for Leadership and are Representatives of Our School: Participants in extra-curricular activities assume a leadership role. The student body, the community and other communities judge our school on the students' conduct and attitudes, and how they contribute to our school spirit and community image. The students' performance and devotion to high ideals make their school and community proud.

Activities are a Privilege: Extra-curricular activities have an important place in the educational program of the Kimball Public School district. It is a privilege for the students who choose to participate. Students who participate and are accepted into the program are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. It is the belief that accepting responsibility for one's actions is a part of that philosophy.

The conduct rules apply to conduct of the student, regardless of whether the conduct occurs on 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). The conduct rules apply to conduct which occurs at any time during the calendar year.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
3. Sexual assault or attempting to sexually assault any person.
4. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property.
5. Causing or attempting to cause personal injury to a school employee, to a school volunteer, to any student, or to any other person.
6. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
7. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
8. Engaging in the selling, using, possessing or dispensing of alcoholic beverages, tobacco, narcotics, drugs, controlled substance, inhalant or being under the influence of any of the above; or possession of drug paraphernalia. (Note: The term "under the influence" for school purposes has a less strict meaning than it does under criminal law. For school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant. In addition, "possession" of alcohol or drugs may be considered to have occurred for purposes of

school rules if the student is in such close proximity to alcohol or drug (for example, a student being in a car where alcohol is in the back seat and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at a student party at which other students are drinking) that school officials may reasonably determine that the student was in “possession” of the items as well). Because of the complexity of this issue, “possession” will be determined on a case-by-case basis.

9. Engaging in the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401, of the Nebraska statutes, or material represented to be alcoholic beverages, narcotics, drugs, controlled substance or inhalant.
10. Truancy or failure to attend assigned classes or assigned activities.
11. Tardiness to school, assigned classes or assigned activities.
12. 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.
13. Public indecency.
14. Repeated violation of any of the rules adopted by the school district or the school.
15. Engaging in any unlawful activity as determined by the United States or the State of Nebraska.
16. Dressing in a manner wherein such dress is dangerous to the student's health and safety or to the health and safety of others or is distractive or indecent to the extent that it interferes with the learning and educational process.
17. Willfully violating the behavioral expectations for those students riding Kimball Public Schools buses.
18. The knowing and intentional possession, use, or transmission of a firearm or other dangerous weapon in a place where such items are prohibited.
19. 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.
20. Failure to report for the activity at the beginning of each season; reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
21. Failure to participate in regularly scheduled classes on the day of an athletic/activity event.
22. Failure to attend all scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the coach will determine the validity of the reason. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
23. All other reasonable rules or regulations adopted by the coach or supervisor of a extra-curricular activity shall be followed, provided that participants shall be advised by the coach or supervisor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
24. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.
25. Any form of Hazing. Under LB710, students can also be prosecuted under a Class II Misdemeanor.

#### Drug (including tobacco), Alcohol, and Weapons Violations

Students who are found to be in violation of sub-paragraphs 8, 9, or 18 of the above conduct rules shall be subject to the following disciplinary action. Consequences will be doubled if the violation occurs on school grounds, at a school function or event, or in a school vehicle.

1. First Violation –  
Suspension from participating in the extra-curricular program and all school activities (including all organizations and special events such as prom) for 20 (twenty) calendar days and a minimum of two activities. The first day of the suspension will be the day of the conference with the student.
2. Second Violation – Students may select Option A or B. (Only A for Weapons Violations)  
Option A: Suspension from participating in the extra-curricular program and all school activities (including all organizations and special events such as prom) for 40 (forty) calendar days and a minimum of four activities. The first day of the suspension will be the day of the conference with the student.

**-- OR --**

Option B: Suspension from participating in the extra-curricular program and all school activities (including all organizations and special events such as prom) for 20 (twenty) school days and a minimum of two activities. The first day of the suspension will be the day of the conference with the student.

**-- AND --**

Students and parents agree to participate in a school-approved program for chemical dependency. Said program must be administered by a certified alcohol and drug abuse counselor 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 school's Activities Director. Failure to participate and successfully complete the approved chemical dependency program will cause the participating student to be suspended from extra-curricular activities for the full forty days and four activities. All costs associated with the program are to be borne by the students parent or guardian.

3. Subsequent Violations – Upon finding of a subsequent violation, the student will be suspended from participating in the extra-curricular program and all school activities (including organizations and special events such as prom) for 1 (one) calendar year. The first day of the suspension will be the day of the conference with the student.

#### Procedures for Extracurricular Discipline

Students may be suspended by the Principal or the Principal's designee from practices or participation in interscholastic competition or participation in extra-curricular activities for violation of rules and standards of behavior adopted by the Kimball Public Schools Board of Education or the administrative staff of the school.

The following procedures will be followed with regard to suspension:

1. The school official(s) considering the suspension will make a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with school purpose.
2. Prior to the suspension, the student is to be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the school has, and be given the opportunity to explain the student's version of the facts.

3. If the student is not readily available to meet with the school official for this purpose before the suspension is to begin, then the suspension may be imposed at that time so long as the opportunity for the student to hear the charges and evidence and for the student to tell his or her side of the story occurs as soon as reasonably practicable. An effort to schedule a meeting for this purpose should be made by the student and the student's parent or guardian as well. Given the fact that extracurricular activity suspension actions at times need to be taken outside the regular school day, a telephone conference may be used to give the student the opportunity to provide the student's position.
4. Within two school days or such additional time as is reasonably necessary following the suspension, the Principal or Principal's designee will send a written statement to the student and the student's parents, or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reason for the action taken and the right to a hearing upon request on the specified charges.
5. An opportunity will be afforded the student, parents, or guardian of the student, at their request, to confer on an informal basis with regard to the school official who has imposed the suspension and to give that school official any further information in the student's defense.
6. If the student or student's parents or guardian are not satisfied with the determination of the school official, an informal hearing may be requested before the Superintendent. A form to request such a hearing must be signed by the parent or guardian will either be provided with the initial notice letter or be made available in the Principal's office. This request must be received by the building principal within five days of receiving the initial written notice of suspension.
7. If a Hearing is requested, it shall be held within ten calendar days of the request. The Superintendent will notify the participants of the time and place of the hearing within five days of receiving the request. There will be no stay of the penalty imposed pending an appeal.
8. Upon conclusion of the hearing, a written decision will be rendered within five school days. The written decision will be mailed or otherwise delivered to the participant, parents or guardian. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the hearing itself) shall be kept by the school.
9. Nothing contained in this regulation shall prevent the participant, parents, guardian or representative from discussing and settling the matter with the appropriate school personnel at any stage.

#### Attendance and Academics:

Student participants are expected to apply themselves academically by following these expectations:

1. Attend school regularly and show evidence of sincere effort towards scholastic achievement.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests he/she should contact the coach or sponsor in advance.
3. Attendance, for at least half a day, the day of a contest is required to be eligible for the contest that day. Arrangements in advance for extenuating circumstances, such as doctor/dentist appointments, funerals or other activities, can be made with the building Principal in writing. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

4. Appearance: Participants will dress appropriately for the activity in which they are involved and will at all times maintain a neat, clean and well-groomed appearance.

#### **Section 4      Random Drug Testing Policy for Students in Grades 7-12**

##### **POLICY STATEMENT**

The Board of Education for Kimball Public Schools values students' participation in extracurricular activities. Such students, as role models for other students, are a key to our goal to provide the best possible educational program for our students. To achieve our goal and to maximize the skills and talents of our students, it is important that each student understands the dangers of drug and alcohol use.

Participation in extracurricular activities is a privilege which can be taken away for failure to comply with this policy. The purpose of this policy is as follows:

- To provide for the health and safety of all students;
- To undermine the effects of peer pressure by providing legitimate reasons for students to refuse use of illegal drugs and/or alcohol;
- To identify students who use illegal drugs and/or alcohol; and
- To encourage students who use illegal drugs and/or alcohol to participate in appropriate treatment programs.

##### **DEFINITIONS**

TPA: A Third Party Administrator, which shall use a certified laboratory in testing of samples.

Drugs: Any substance considered illegal by state or federal law, including but not limited to the Nebraska Uniform Controlled Substances Act, 28-401 *et seq.*, or which is controlled by the Food and Drug Administration unless prescribed to the student by any licensed medical practitioner authorized to prescribe controlled substances. For purposes of this policy, drugs shall include the illegal use of alcohol and any "look alike" substances, drugs, or paraphernalia. This policy is intended to cover the maximum amount of substances permitted by law.

Drug Program Coordinator: Designated school officials who help administer the drug testing program and communicate with Third Party Administrator and Parents.

MRO: Medical Review Officer.

School Year: From the first day classes commence in the fall, unless the activity begins prior to the first day of classes, in which case it shall include the first day of practice through and including the last day of classes or the last day of the activity in the school year.

Activity Programs: Any activity that meets the guidelines of an extracurricular activity at Kimball Public Schools, which shall include the following:

|            |                 |               |                       |               |
|------------|-----------------|---------------|-----------------------|---------------|
| Basketball | Cheerleading    | Cross Country | Instrumental Music    | Vocal Music   |
| Golf       | Dance Team      | Football      | Flag Corps/Drill Team | FFA           |
| Manager    | Student Trainer | Honor Society | One Act Play          | Marching Band |

|           |              |                 |                       |           |
|-----------|--------------|-----------------|-----------------------|-----------|
| Quiz Bowl | Musical/Play | Speech          | Yearbook/Publications | Wrestling |
| Track     | Volleyball   | Student Council | Academic Decathlon    |           |

**Participant and Participant Pool:** Any student who participates in any extracurricular activity as herein before set forth shall be a participant and his/her name shall be included in the participant pool. A participant shall enter the participant pool upon signing the attached consent form EXHIBIT A and returning said signed consent form to the Activities Director. A participant shall remain in the selection pool for an entire year (365 days) from the date the consent form is returned to the high school Activities Director. A participant may be subject to testing at any time during said 365 day period. Any student who tests positive will continue to be tested through the summer as a “Participant” if that student desires to participate in extracurricular activities in the following school year. A student may be removed from the testing pool if he/she has quit or been cut from an activity and a request form is signed by the student and his/her parents to be dropped. This must occur prior to being selected for testing in order to be removed from the testing pool of students. However, students may volunteer to remain in the pool even though he/she are no longer involved in the activity.

**Sample Collection:** Samples will be collected as directed by the Drug Program Administrator on the same day the student is selected for testing, or if the student is absent an alternate will be selected, in sequential order, from an alternate list provided by the Drug Program Administrator. If a urine sample is required, all students providing samples will do so alone in an individual bathroom or stall with the door closed.

**Drug Program Administrator:** The Board will choose a Third Party Administrator (TPA) for the purpose of determining through random selection the student(s)/ participant(s) to be tested. This will be accomplished by the use of a “Student List,” compiled by the district. The TPA, by use of a SAMHSA certified laboratory, shall also process sample results and maintain privacy with respect to test results and related matters.

**Medical Review Officer “MRO”:** Kimball Public Schools will utilize an MRO to review all laboratory-reported positive tests. The role of the MRO is critical to protecting the interest of the students. The MRO serves a critical role in determining whether the use of a substance identified by the sample analysis is from illicit use or a legitimate medical use. The MRO will demonstrate his/her knowledge by being certified by an MRO Accreditation body. The parent or the guardian will be contacted by the MRO or his/her assistant. The MRO will report results of verified positives and/or warrant health and safety issues to the student and to the designated school representative through the TPA.

**Scope of Tests:** The drug screen tests for one or more illegal drugs and/or alcohol. The Drug Program Coordinator shall determine which illegal drugs shall be screened, but in no event shall that determination be made after selection of students for testing. Student samples will not be screened for the presence of any substances other than an illegal drug or for the existence of any physical condition other than drug use.

**Non-Punitive Nature of Policy:** No student shall be penalized academically for testing positive for illegal drugs or alcohol, unless otherwise permitted by law and the district's student discipline

policies, rules, and regulations. The results of drug tests pursuant to this policy will not be documented in any student's academic records, unless otherwise required by law or district policy. Information regarding the results of drug tests will not be disclosed to criminal or juvenile authorities absent legal compulsion by valid and binding subpoena or other legal process, which the district shall not solicit. In the event of service of any such subpoena or legal process, the student and the student's custodial parent or legal guardian will be notified as soon as possible by the district.

## **DRUG SCREENING**

**General Policy:** Practical experience and research have proven that even small quantities of narcotics, abused prescription drugs or alcohol can affect judgment and reflexes which can create unsafe conditions for students, especially those involved in any activity covered in this policy. Even when not readily apparent, the effect can have serious results for students engaged in activities. Drug-using students participating in extracurricular activities are a threat to co-participants, other students, and themselves, and may make injurious errors. For these reasons, the Board has adopted a policy that all students participating in extracurricular activities must remain substance-free.

**Prohibitions:** All students participating in extracurricular activities are prohibited from using, possessing, distributing, manufacturing, or having controlled substances, improperly used medications, or any mind/mood altering or intoxicating substances present in their system unless otherwise prescribed by a licensed physician. This includes all “look alike” substances, paraphernalia, and any other such item. The district will not screen items which appear to be in violation of this policy. If a student has a question as to whether a substance, item, or any other thing may be subject to this policy, the student should ask the principal or activities director.

**Alcohol Use/Possession:** All students participating in extracurricular activities are prohibited from possessing or use of alcohol.

### **After School Hours Conduct**

After-school-hours use of drugs, alcohol, or any other prohibited substances is not permitted. This includes all “look alike” substances or items of any kind. All students participating in extracurricular activities should realize that these regulations prohibit all illicit drug use during and away from school activities.

### **Procedure**

All Current Students Participating in Extracurricular Activities or Students That Have Voluntarily Been Placed in the Pool at the Request of Their Parent/Guardian

### **Random Testing**

The Board authorizes random unannounced screening of all students participating in extracurricular activities. The list of students participating in extracurricular activities contained in the random pool will be updated upon receipt of a signed consent form. Students participating in extracurricular activities who have been selected will be required to report to the designated collection site for testing.

### **Consent**

Each student wishing to participate in any extracurricular activity and the student’s custodial parent or legal guardian shall consent in writing to drug testing pursuant to the district’s drug testing program. Written consent shall be in the form attached to this policy as EXHIBIT A. No student shall be allowed to participate in any extracurricular activity absent such consent.

**Removal from the Random Testing List**

Students who quit or are cut from an activity, prior to being selected for random testing, may request their name be dropped from the testing list. A request form must be signed by the student and his/her parents to be dropped. However, students may volunteer to remain in the pool even though he/she are not part of the activity.

**Summer Testing**

There is an obligation to continue support for students who test positive. Drug testing during the summer will provide another reason for a student to refrain from the use of drugs or alcohol. Any student who has tested positive during a random test will continue to be tested through the summer months under the guidelines established herein. The Drug Program Coordinator will contact the student to establish a location and time for the test to take place.

**Testing Procedures****General Guidelines**

The Board shall rely, when practical, on the guidance of the Medical Review Officer in developing a consistent collection and testing protocol.

**Substances**

Substances that students participating in extracurricular activities may be randomly tested for: alcohol, amphetamines, cannabinoids, cocaine, opiates, synthetic opiates and PCP, and other substances, such as but not limited to steroids, barbiturates, and benzodiazepines, without advance notice as part of tests authorized by the Board for safety purposes. Such tests will be coordinated with the Drug Program Coordinator.

**Testing Procedure**

The Board reserves the right to utilize breath, saliva, urinalysis, and any other testing procedures permitted by law. Urine and oral fluid samples which screen positive will be confirmed by GC/MS.

**Collection Sites**

The Drug Program Coordinator will designate a collection site(s) at Kimball Public Schools where individuals may provide specimens.

**Collection Procedures**

The Board and the TPA have developed and will maintain a documented procedure for collecting, shipping and accessing all specimens. The Board and the TPA will utilize a standard Custody and Control Form for all students participating in extracurricular activities testing. A tamper-proof sealing system, identifying numbers, labels, and sealed shipping containers will be used for specimen transportation. Collection sites will maintain instructions and training emphasizing the responsibility of the collection site personnel to protect the integrity of the specimen and maintain as proper a collection procedure that is reasonable.

**Return of Results**

The TPA will transmit by a secure method the results of all tests to the DPA's MRO. The MRO will be responsible for reviewing test results of students. Prior to making a final decision, the MRO shall give the individual an opportunity to discuss the result either face-to-face or over the telephone. The DPA shall then promptly tell the principal of the high school which student(s) tested positive.

**Request for Retest**

A split specimen will be collected for all testing methods, with the exception of alcohol testing. A positive alcohol test will be confirmed with an EBT device. Students involved in the program may, upon a non-negative test result, request that the split sample be tested (within 72 hours of being notified of the final testing result) at a second nationally certified laboratory from a list provided by the MRO. The request for the test must be submitted in writing to the MRO. Students participating in extracurricular activities are required to pay the associated costs for an additional test in advance. However, the costs will be reimbursed if the result of the split sample test is negative.

**Positive Results:** Whenever a student's test results indicate the presence of any of the substances prohibited (positive test), the following will occur: If the sample tests positive, the custodial parent or legal guardian will be notified and a meeting will be scheduled with the Kimball Public School Activities Director (Drug Program Coordinator), the student, and the custodial parent or legal guardian.

***First Positive Test upon lab confirmation:***

DPC & Principal meeting with parent/s and student;

The Student is notified of suspension from competitions in all extracurricular activities for at least 20 calendar days during the school year. If all activities in which the student participates cease before the end of the suspension, the remainder of the suspension will carry over to the following year's activities so the student completes the required number of days; and

Student must complete an approved drug and alcohol education class at the student's expense during the next available session. A district-administered negative test must be provided before the student may return to the activity; and complete follow up testing as required.

**\*\***(Sundays excluded and the student will be expected to attend and participate in all scheduled practices during the suspension)**\*\***

***Second Positive Test (Grades 7-12):***

DPC & Principal meeting with parent/s and the student;

The Student is notified of suspension from competitions in all extracurricular activities for at least 40 calendar days during the school year. If all activities in which the student participates cease before the end of the suspension, the remainder of the suspension will carry over to the following year's activities so the student completes the required number of days; and

Student must complete an approved drug and alcohol education class at the student's expense during the next available session. A district-administered negative test must be provided before the student may return to the activity; and complete follow up testing as required.

Mandatory drug testing, a minimum of once a month, will commence after the first parent meeting for the next 12 months or end upon graduation from Kimball Public Schools.

**\*\*(Sundays excluded and the student will be expected to attend and participate in all scheduled practices during the suspension)\*\***

***Third Offense (Grades 7-12):***

DPC & Principal meeting with parent/s and student;

The Student is notified of suspension from competitions in all extracurricular activities for at least 60 calendar days during the school year. If all activities in which the student participates cease before the end of the suspension, the remainder of the suspension will carry over to the following year's activities so the student completes the required number of days; and

Student must complete an approved drug and alcohol education class at the student's expense during the next available session. A district-administered negative test must be provided before the student may return to the activity; and complete follow up testing as required.

Mandatory drug testing, a minimum of once a month, will commence after the first parent meeting for the next 12 months or end upon graduation from Kimball Public Schools.

**\*\*(Sundays excluded and the student will be expected to attend and participate in all scheduled practices during the suspension)\*\***

***Fourth Positive Test (Grades 7-12):***

DPC meeting with the parent/s and student;

Suspension of eligibility to participate in activities for the remainder of the student's time as a student at Kimball Public Schools.

***SELF-REPORT OPTION:***

If a student voluntarily reports, prior to being selected for random testing, to the coach, sponsor, activities director or principal within three (3) school days of the rule violation, the consequences for first and second violations will be reduced. In the case of a first violation, the suspension would be reduced to 10 days and one (1) activity. A second violation would be reduced to 20 days. This applies to first and second offenses only.

**Refusal to Submit to Drug Use Test:** A participating student who refuses to submit to a drug test authorized under this policy, or fails or refuses to comply with any other provision of this policy (including counseling requirements or recommendations), shall not be eligible to participate in any activities covered under this policy including all meetings, practices, performances and competitions for 12 months from the date of the violation and qualifies as a positive test.

**Adulteration/Substitution:** A participating student found to adulterate/substitute a sample or with paraphernalia that would be used in an attempt to adulterate/substitute a specimen will be treated as a positive test.

**Prescription Drug Error:** A student that is determined to have used a prescription drug without a legal prescription in their name will be given a positive test result by the MRO. If in meeting with the Parent/Guardian it is determined that this is the result of a parent/guardian error and not an intended abuse of the substance, the following will occur: The parent will submit, in writing to the designated official, an explanation of the error and recognition of the law in regards to prescription drugs. Upon receipt of this document and recognition as a reasonable explanation by

the Designated Official, the suspension from driving and activities will be lifted and no assessment or intervention will be required. The student will undergo a follow-up drug screen at the parent's expense to ensure the banned substance(s) are gone or in decay. Upon completion of these requirements, this positive test will be removed from the student's record. This rule may only be applied one time in a student's enrollment within the school district.

Further errors ruled positive by the MRO will constitute the actions listed above.

**Appeal:** A student participating in extracurricular activities who has been determined by the principal or Drug Program Coordinator to be in violation of this policy shall have the right to appeal the decision to the Superintendent or his/her designee(s). Such request for a review must be submitted to the Superintendent in writing within five (5) calendar days of notice of the positive test. A student requesting a review will remain eligible to participate in any extracurricular activities until the review is completed. The Superintendent or his/her designee(s) shall then determine whether the original finding was justified. No further review of the Superintendent's decision will be provided, and his/her decision shall be conclusive in all respects. Any necessary interpretation or application of this policy shall be in the sole and exclusive judgment and discretion of the Superintendent which shall be final and non-appealable.

**Record Keeping and Confidentiality:** All records pertaining to participants shall be kept separate from the student records. The record keeping and results of all testing will be held in the strictest confidence. These records will be accessible only to the Drug Program Coordinator or his designee. Records pertaining to a particular student will be destroyed upon his/her graduation from Kimball Public Schools, or one year after his/her class graduation.

## SEVERABILITY

Should any sentence, clause, provision, or paragraph of this entire policy be deemed unlawful or unconstitutional, it is intended that, insofar as may be practicable, the remaining portions of this policy shall remain in full force and effect.

### **Section 5 "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 this 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.

### **Section 6 Academic Grade Standard for Activities Participation**

Participation in extra-curricular school activities is encouraged and desirable for all students. At the same time, the principle mission and responsibility for each student is to establish a firm academic foundation. A student participating in extra-curricular school activities must therefore:

1. Maintain passing grades in all classes. Any student having a grade of D or lower when grades are checked is ineligible to participate in extra-curricular activities until the student has worked his/her way off the eligibility list. The period of ineligibility runs Wednesday through Tuesday. A preliminary grade will be calculated on Monday and a final grade on Tuesday. Also, any student who fails a class during the first or third quarter will automatically be deemed ineligible for the first week of the following quarter.

Any student who is ineligible can obtain an eligibility check form from the Jr/Sr High School Office. The student then must have all his/her teachers sign the form and return it to the AD. The eligibility check form needs to be returned to the AD the same day it is issued or a new form will need to be obtained. Once this process is completed, the student will be deemed eligible immediately provided they are not failing any classes and the eligibility check form has been turned in the day before the activity.

Students who are academically ineligible cannot travel with any team, suit up for any event, or participate in any special school activity (such as prom.)

2. Eligibility requirements shall not apply to:
  - a. Instructional field trips which are a part of the scheduled course learning experience;
  - b. Activities or events which are a part of the student's grade requirements.
3. Each study hall teacher will notify each ineligible student weekly.

## **Section 7      School Dances/Parties (Including Prom)**

- All school sponsored parties and dances must be scheduled through the Activities Director and/or Principal at least one week in advance of the desired date.
- Proper conduct and behavior will be expected at school sponsored parties and dances. All school policies and discipline procedures will apply.
- Unless approved by the administration, Junior High Students will not be permitted at High School social activities including but not limited to Homecoming, Winter Formal, and Prom. Also, High School Students will not be permitted to attend Junior High Social Activities.
- Out-of-school dates must be registered and approved by the High School Office ahead of time. Individuals 21 years of age and older will not be approved to attend. A student who brings a guest is responsible for their guest's behavior.
- The sponsors for each dance/party will establish a time limit where the doors will be locked and there will be no further admittance to that particular function.
- Once a student arrives at a dance/party and the doors have been closed, he/she may not leave the confines of the building or entrance area and be re-admitted.
- The school eligibility policy will be in effect for all dances/parties.

## **Section 8      Student Fees Policy (Board Policy 501.06 and 501.07)**

The Board of Education of Kimball Public Schools has adopted this student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The Board realizes some activities may require additional expenditures, which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. *[In other special cases where the parent/guardian requests that the student be exempted from charges, the Superintendent shall determine granting of waivers.]* No fees, specialized or non-specialized attire or equipment shall be required of students outside this policy. This policy does not apply to tuition payments by nonresident students.

For the purposes of this policy, the following definitions shall apply:

1. Extracurricular activities means student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district;
2. Postsecondary education costs means tuition and other fees associated with obtaining credit from a postsecondary educational institution.

The district may charge student fees or require students to provide specialized equipment or attire in the following areas:

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Postsecondary education costs, limited to tuition and fees associated with obtaining credits from the postsecondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;
5. Copies of student files or records as allowed by state statute;

6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or pre-kindergarten services in accordance with state statute;
8. Summer school or night school;
9. Breakfast and lunch programs.

The district may also require students to furnish musical instruments for participation in optional music courses that are not extracurricular activities. Students qualifying for free or reduced-price lunches shall be provided with a musical instrument of the school's choice. Students may rent school-owned band equipment for \$30 per year if available.

Waivers shall be provided to students who qualify for free or reduced-price lunches for fees, specialized equipment and specialized attire required for participation in extracurricular activities.

The Superintendent shall establish a Student Fee Fund and ensure that funds collected as fees for the following purposes are properly recorded and deposited to it:

- Participation in extracurricular activities;
- Postsecondary education costs;
- Summer school or night school.

The Superintendent shall promulgate regulations outlining the purposes for which fees in these three areas are collected and shall ensure such fees are spent for those purposes.

The Superintendent shall promulgate regulations to be published annually in the student handbook authorizing and governing:

- Any non-specialized clothing required for specified courses and activities;
- Any personal or consumable items a student will be required to furnish for specified activities;
- Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.

The Superintendent shall also promulgate regulations authorizing and governing the following areas:

- All fees to be collected within the nine numbered areas of the third paragraph of this policy;
- Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
- Procedures and forms for students or parent/guardians to apply for waivers under this policy;
- Deadlines for waivers for all types of fees;
- Procedures [to avoid the direct handling of fees; for the handling of fees] for students receiving postsecondary education credits;
- Procedures for handling of fees related to summer school or night school;
- Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy.

The maximum dollar amount of each fee must be specified as part of the administrative procedures policy.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1001.02, Public Involvement.

This policy will be reviewed and re-adopted annually in August at a regular or special meeting of the board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each household.

The Kimball Public 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 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 district will provide students with the materials necessary to complete all curricular projects. In courses where students produce a project that requires more than minimal cost for materials, 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:

|                                     |      |
|-------------------------------------|------|
| Industrial Technology Classes       | \$30 |
| Art Classes                         | \$30 |
| Family and Consumer Science Classes | \$30 |

#### **5. Extracurricular Activities**

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. Upon request, 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<br><i>Covers admission to all extracurricular events</i> | \$30.00                                                                                                                                                                           |
| National Honor Society                                                         | \$30.00                                                                                                                                                                           |
| Freshman Class Dues                                                            | \$30.00                                                                                                                                                                           |
| Sophomore Class Dues                                                           | \$30.00                                                                                                                                                                           |
| Junior Class Dues                                                              | \$30.00                                                                                                                                                                           |
| Senior Class Dues                                                              | \$30.00                                                                                                                                                                           |
| Cheerleading, Drill Team, Flag Corps                                           | Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be \$500.00 |

|                                             |                                                                                 |
|---------------------------------------------|---------------------------------------------------------------------------------|
| Football                                    | Students must provide their own football shoes, undergarments, and mouth guards |
| Golf                                        | Students must provide their own golf shoes, undergarments and clubs             |
| Softball and Baseball                       | Students must provide their own shoes, gloves, and undergarments                |
| Track, Volleyball, Wrestling and Basketball | Students must provide their own shoes and undergarments                         |
| National FFA Organization                   | Students must purchase their own jackets and pay dues of \$30.00                |

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

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

## **7. Transportation Costs**

The district 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 \$25.00.

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

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

The district may charge a fee of \$.25 per page for reproduction of student records.

## **9. 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.

The maximum dollar amount charged by the district for these services shall be \$100.00.

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

The district may 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 \$100.00.

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

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

The maximum dollar amount charged by the district for the breakfast and lunch programs will be established by the Board of Education.

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

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

|            |                                                                                                                                                                              |
|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Band       | Students must provide their own instruments and marching band<br>The maximum dollar amount charged will be \$100.00.                                                         |
| Show Choir | Students must purchase outfits and shoes selected by the sponsor<br>student group. The maximum dollar amount charged by the district<br>for these materials will be \$200.00 |

### **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. 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.

## **Article 10 - State and Federal Programs**

### **Section 1 Notice of Nondiscrimination**

It is the policy of the school district that all students shall have an opportunity to use all of the programs and services they are eligible for as a means for individual educational growth. The board supports the delivery of the education programs and services to students free from discrimination on the basis of their race, color, religion, sex, disability or national origin. This concept serves as a guide for the board and employees in making decision relating to school district facilities, employment, and selection of educational materials, equipment, curriculum, and regulations affecting the students. Inquiries by students regarding compliance with equal educational opportunity laws and policies, including but not limited to complaints of discrimination, shall be directed to the superintendent or his designee.

### **Section 2 Designation of Coordinator(s)**

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Kimball Public Schools, 901 S Nadine, Kimball, NE 69145, (308) 235-2188.

| Law, Policy or Program                                                            | Issue or Concern                                                                     | Coordinator           |
|-----------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|-----------------------|
| Title VI                                                                          | Discrimination or harassment based on race, color, or national origin; harassment    | Activities Director   |
| Title IX                                                                          | Discrimination or harassment based on sex; gender equity                             | Activities Director   |
| Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA) | Discrimination, harassment or reasonable accommodations of persons with disabilities | High School Counselor |
| Homeless student laws                                                             | Children who are homeless                                                            | School Nurse          |
| Safe and Drug Free Schools and Communities                                        | Safe and drug free schools                                                           | Superintendent        |

### **Section 3 Anti-discrimination & Harassment Policy**

**Elimination of Discrimination.** The Kimball Public School District hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

#### Preventing Harassment and Discrimination of Students.

**Purpose:** Kimball Public Schools is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Kimball Public Schools will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

## Article 10 – State and Federal Programs

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, national origin, sex, disability or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

### Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Kimball Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent of Kimball Public Schools, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent of Kimball Public Schools will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the

problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

#### **Section 4      Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973**

The following is a description of the rights granted by federal law to qualifying students with disabilities. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities that are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).
11. File a local grievance.

#### **Section 5      Notification of Rights Under FERPA**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The Principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write the school Principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and

## Article 10 – State and Federal Programs

advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the district discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

### NOTICE CONCERNING DIRECTORY INFORMATION

The district may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and most recent previous educational agency or institution attended. A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. The period of time within which a parent or eligible student has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information is as follows: two weeks from the time this information is first received. The district may disclose information about former students without meeting the conditions in this section.

### ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION

The district's policy is for education records to be kept confidential except as permitted by the FERPA law, and the district does not approve any practice that involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The district does not either approve or disapprove such teaching practices, and designates such student work as directory information and as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the district in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

## **Section 6      Notice Concerning Disclosure of Student Recruiting Information**

The No Child Left Behind Act of 2001 requires Kimball Public Schools to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that Kimball Public Schools not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. Kimball Public Schools will comply with any such request.

## **Section 7      Notice Concerning Staff Qualifications**

The No Child Left Behind Act of 2001 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Kimball Public Schools will give parents/guardians 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. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians 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 an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Kimball Public Schools will give timely notice to you if your 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 Act.

## **Section 8      Student Privacy Protection Policy**

It is the policy of Kimball Public Schools to develop and implement policies that protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following: Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as

follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. "Personal information" for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term "personal information," for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person

responsible for the program that has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act ).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

1. Political affiliations or beliefs of the student or the student’s parent;
2. Mental or psychological problems of the student or the student’s parent;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;

5. Critical appraisals of other individuals with whom the student has close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the students or the student's parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

**Section 9      Parental Involvement Policy (Board Policy 1001.02)**

Pursuant to LB 1161, it shall be the policy of the Kimball Public Schools to involve parents in the schools while acknowledging the rights of parents to have access to the schools, and information about testing, curriculum, programs, and their own child.

The Kimball Schools shall seek to involve and inform parents in ways, such as but not limited to, the following:

- Scheduled parent-teacher conferences.
- Serving on strategic planning committees.
- Serving on classroom or other topical committees.
- Sponsoring and inviting parents to special educational seminars/presentations.
- Encouraging parental visits in school.
- Opening our school to parents to attend school activities and having special recognition nights for parents.
- Using parents to help sponsor on class trips or activities.
- Continuing to promote our teacher evaluation component, which has provisions for making and logging parent contacts by the teacher.
- Publish annually a report to parents & patrons.

In addition, the district acknowledges certain rights parents/guardians shall have relative to accessing information regarding the school, its materials, its curriculum, testing data, and the parent/guardian's individual child's performance and records. These rights shall be as follows:

1. As provided by federal law, parents may access all records pertaining to their children who are under the age of 18. For children who are over the age of 18, access may be with the agreement of the student.
2. Parents may check out for a period of 14 days copies of available textbooks used in the curriculum of the Kimball Public Schools. Such books must be returned in substantially the same condition as when they were borrowed. If books are damaged beyond use, the cost for new replacement shall be assessed.
3. Parents may review curriculum documents, media materials, and other such materials during the regular working hours. Notice of five working days to provide such materials for review shall be required. Board of Education Policy shall govern complaints relative to the appropriateness of instructional materials, and procedures and forms for parents to request the reconsideration of instructional or media materials will be provided.
4. Upon written request, within three days, submitted to the building principal by the parent/guardian, children shall be excused from specific surveys, standardized testing, instructional sessions, or other school experiences which the parent or guardian finds as

## Article 10 – State and Federal Programs

objectionable. The request shall include the reason or reasons the parent or guardian finds the material to be objectionable. An alternative lesson or assignment may be provided in appropriate situations where a child would be excused from a specific instructional session, or survey, or standardized test.

5. Parents may upon any reasonable advanced written request, upon a school provided form, attend and monitor courses, assemblies, counseling sessions, and other instructional activities, unless such attendance would substantially interfere with a legitimate school interest.
6. A standardized testing program to meet requirements of state standards and assessments is established for the district. School wide results of the standardized testing programs are part of the annual report to parents and patrons. In addition, a parent report is provided to the student's parent/guardian which provides the individual student profile and data as to the student's test performance. Test data is also recorded in the student's cumulative record. Upon request by the parent/guardian, the district will provide a time and date upon which a parent may review a sample of the test.
7. This policy shall be adopted following a formal public hearing and reviewed on an annual basis and either altered or reaffirmed by the board following a public hearing.

### **Section 10      Homeless Students Policy (Board Policy 502.08)**

Students defined by state law, as homeless children, shall be admitted without payment of tuition.

Transportation for homeless students who enroll in the district shall be furnished under the same guidelines applying to other students.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school district 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 to jointly develop an education program for the child.

### **Section 11      Breakfast and Lunch Programs (Board Policy 801.01)**

The Kimball Public Schools shall offer a Food Service Program in each of its buildings that may include both a breakfast and a lunch program.

The Food Service program is intended to offer wholesome, well-balanced meals that are within the guidelines set forth by the Food and Nutrition program under the Department of Education.

The Board of Education shall set the cost for meals offered in the program, and shall annually review the lunch prices set for the program. The program's goal is to be a self-sufficient program. However, general fund support will be provided to the program when in the determination of the Board such support is

## Article 10 – State and Federal Programs

needed to sustain the program, and the amount determined shall be set into the annual school district budget.

The program shall have a Food Service Director recruited and hired by the Superintendent of Schools, and will work directly under the Superintendent of Schools. The director of the program shall have the responsibility to hire personnel and oversee the total operation of the program to make certain that all guidelines are met as set forth by the Food and Nutrition program under the Department of Education.

The Food Service Director shall meet and confer with the building principals and the Superintendent of Schools on a regular basis to plan and ascertain that the program is meeting overall school goals and objectives.

### Free and Reduced Priced Meals

A program of Free-Reduced priced meals shall be offered in the district for those students who shall qualify as per the guidelines set for by the government under the direction of the Food and Nutrition program.

Requirements and guidelines under this program shall be strictly adhered to including eligibility requirements, notifications, anonymity of those receiving the meals, and nondiscrimination. Responsibility for this program is under the Food Service Director. Parents/guardians of children who feel their application for Free-Reduced meals has been denied unfairly, may appeal such decision on the part of the Food Service Director directly to the Superintendent of Schools.

### FREE OR REDUCED PRICE BREAKFAST AND LUNCH MEALS FOR NEEDY CHILDREN

(Board Policy 801.02)

National School Lunch Program regulations require that lunches be provided for needy pupils when family income is insufficient to provide the basic necessities, including food of the proper quality and amount for good nutrition.

Parents shall be informed of the school district policy concerning "Meals for Needy Children." A letter and application form will be distributed to all parents during the first few weeks of school. The letter will contain information on the eligibility standards, procedures for applying for free "Meals for Needy Children" and how an appeal may be filed for an adjustment in the decision with respect to their application. This information and an application form will be provided whenever a new pupil is enrolled. A public news release containing this same information will be made available to local news representatives early in the school year. Copies of this **public release will be made available** upon request to any interested party. Subsequent changes in the district eligibility standards during the school year, which are approved by the state agency, will also be publicly announced.

1. Free or reduced price breakfasts and/or lunches will be provided for all pupils who qualify on the basis of financial need.
2. There shall be no discrimination in the furnishing of meals to students (because of race, religion, source of income, etc.).
3. The anonymity of pupils receiving assistance under this policy shall be protected. The names of these pupils will be treated in a confidential manner. They will use the same tickets for milk and meals and will obtain these in the same manner and place as do all other children.
4. Requests for free meals, reduced price meals, which have been denied may be appealed to the superintendent.
5. Records of pupils receiving assistance will be kept in each school. A monthly report will be submitted to the district office where records for audit purposes will be maintained.

6. Eligibility for the "Meals for Needy Children" program will be based on the following:
  - a. Emergency Situations  
A child's statement of need is sufficient for providing assistance on a temporary basis. A family contact should be made immediately to determine extent and probable duration of need. In cases of family emergency such as sudden unemployment, illness, death, desertion, etc., assistance will be provided as needed.
  - B. Objective Standards of Need  
Eligibility for assistance, other than that for emergency situations, will be determined on the basis of income and family size as indicated on the scale provided by the district.
  - C. Priority to Neediest Families  
If it is not possible for the district to meet all requests for free or reduced price meals, priority shall be given to those children from families whose income is lowest on the scale regardless of source of income.
7. If school authorities feel that a family's financial situation has changed, and the pupils are no longer eligible for free/reduced meals, a hearing procedure will be used by the Superintendent to challenge the continued eligibility. In the event of such a challenge, the family will be given a reasonable period of time in advance of the hearing to review the information on which the challenge is based. Children will continue to receive free/reduced meals until the conclusion of the hearing procedure.

Collections of Meal Funds (Board Policy 801.03)

The Administration of the Kimball Public Schools shall make every effort to collect the funds due to the district for individual student expenditures or charges for breakfast, lunch or other foods sold to the student from the Food Service Program.

School personnel are directed to withhold student report cards when the student's meal account is in the negative at least \$5.

The Superintendent is directed to develop procedures to implement this policy.

Collections of Meal Funds—Administrative Procedures (Board Policy 801.04)

Annually all parents will be provided with a copy of the Free and Reduced Lunch Application and encouraged to complete the application and submit it to the Food Service Director if they believe that they qualify under the guidelines provided.

At the end of the first week of school, the Food Service Director will review the list of family meal accounts and cross-reference it with last year's list of families who qualified for Free or Reduced meals. Another application will be sent to all families who qualified last year but have not yet submitted a new application. The application form will be accompanied by a letter requesting that the parent complete and submit the application. A copy of that letter will be placed in a file, thereby demonstrating the district's efforts.

To keep families or individuals up-to-date on meal account balances a monthly mailing will be done to inform them of the account balance. School personnel will contact the parent by phone when a family meal account reaches a negative balance of \$100 to inform them that their student(s) will not be allowed to charge on the family account. The parent must send daily funds to pay for school lunch or send a lunch to school with their child until the negative account balance has been cleared. In situations where parents fail to respond to payment requests, the district will file a claim for payment in Small Claims Court or turn those accounts over to a collection agency for processing.

## 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](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](mailto:program.intake@usda.gov)

This institution is an equal opportunity provider.

**RECEIPT OF 2019-2020 PARENT-STUDENT HANDBOOK  
OF KIMBALL JR./ SR. HIGH SCHOOL**

This signed receipt acknowledges that the 2019-20 Parent-Student Handbook of Kimball Junior/Senior High School is accessible on the Kimball Public Schools website [www.kpslonghorns.org](http://www.kpslonghorns.org) or a hard copy can be requested at the high school office. This receipt acknowledges that it is understood that the handbook contains student conduct and discipline rules and school board computer policy 603.08. The undersigned, as student, agrees to follow such conduct and discipline rules and computer policies. This receipt also serves to acknowledge that it is understood that the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook that should be used to responding to harassment or discrimination.

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

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

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

\_\_\_\_\_  
Student's Signature

\_\_\_\_\_  
Parent or Legal Guardian's Signature

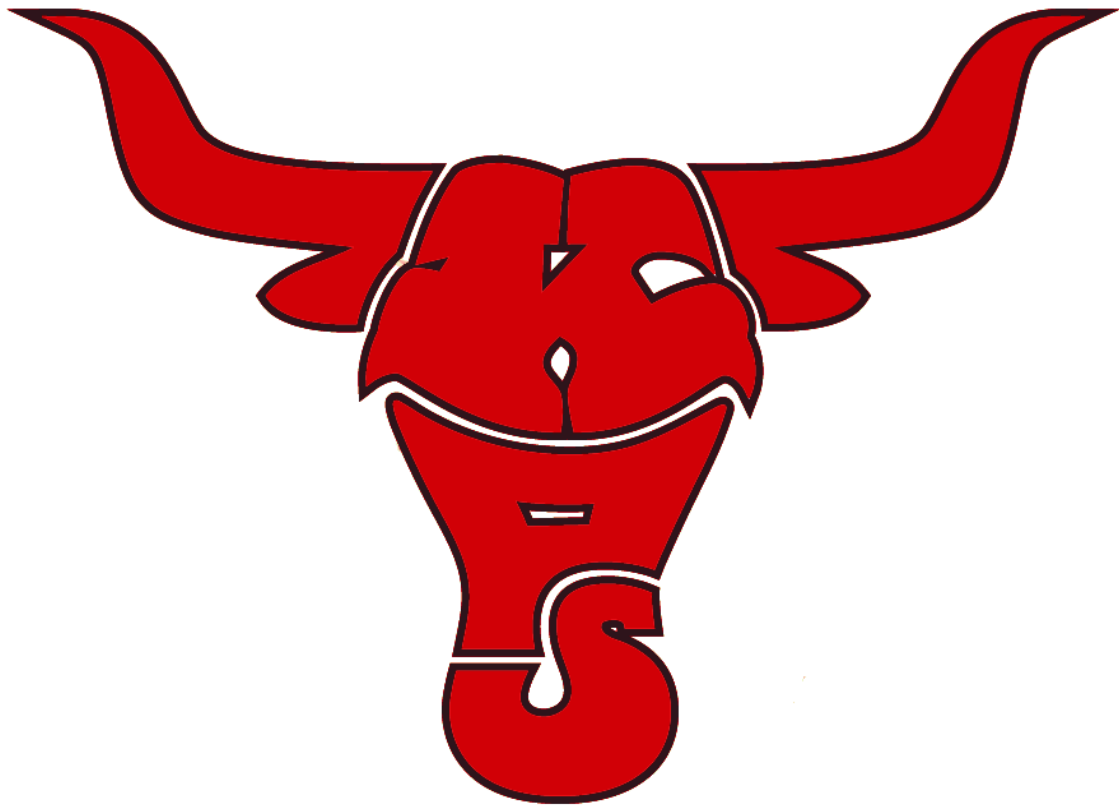
\_\_\_\_\_  
Student's Name (Please Print Neatly)

\_\_\_\_\_  
Parent or Legal Guardian's Name (Please Print)

Within Ten Calendar Days Of Receiving This Information, Please Return To:

High School Office  
Kimball Junior/Senior High School  
901 South Nadine  
Kimball, NE 69145  
Phone: (308) 235-4861 or FAX: (308) 235-4128

# **Kimball Public Schools Staff Handbook 2020-2021**



**The mission of Kimball Public Schools is to educate every student for a lifetime of success.**

**Our vision for Kimball Public Schools is to provide all students with excellent instruction in every classroom that reflects our commitment to ensuring all students learn at high levels.**

## Table of Contents

|                                                  |         |
|--------------------------------------------------|---------|
| Accident Report Forms .....                      | Page 11 |
| Activity Accounts .....                          | Page 16 |
| Administrative Suggestions.....                  | Page 16 |
| Alcohol/Drug Use.....                            | Page 08 |
| Attendance and Punctuality.....                  | Page 08 |
| Bereavement Leave .....                          | Page 12 |
| Child Abuse Reporting.....                       | Page 15 |
| Classified Staff.....                            | Page 10 |
| Complaint Form Against School Personnel.....     | Page 14 |
| Duty Times .....                                 | Page 08 |
| Employee Evaluation.....                         | Page 08 |
| Ethics, Professionalism & Professional.....      | Page 14 |
| Extra Duty Assignments.....                      | Page 17 |
| Family Medical Leave .....                       | Page 13 |
| Fire Drills .....                                | Page 18 |
| General Teaching Supplies.....                   | Page 16 |
| Health Insurance .....                           | Page 13 |
| Holidays .....                                   | Page 12 |
| Internet Safety Policy .....                     | Page 18 |
| Inventories .....                                | Page 17 |
| Jury Leave.....                                  | Page 12 |
| Keys/Security.....                               | Page 09 |
| Learning Management Systems.....                 | Page 15 |
| Leaving the Building .....                       | Page 08 |
| Legal Notices and Information.....               | Page 20 |
| Lesson Plans.....                                | Page 15 |
| Meal Allowance.....                              | Page 09 |
| Medical Authorization Form.....                  | Page 17 |
| Meetings .....                                   | Page 17 |
| Morning, After School and Lunch Supervision..... | Page 17 |
| Multi-Cultural Education.....                    | Page 17 |
| Open Door Policy/Chain of Command.....           | Page 08 |
| Para Professionals.....                          | Page 11 |
| Paydays .....                                    | Page 12 |
| Personal Time Off (PTO) .....                    | Page 11 |
| Positive Behavior intervention & Supports.....   | Page 04 |
| Procedures for Substitutes .....                 | Page 18 |
| Procedures of Substitute Arrangement.....        | Page 17 |
| Professional Growth .....                        | Page 17 |
| Purchasing Supplies or Equipment .....           | Page 13 |
| Records and Reports.....                         | Page 17 |
| Retirement Workshop Leave.....                   | Page 13 |
| School Foundation Grants .....                   | Page 17 |
| School Mailboxes and Email.....                  | Page 09 |
| School Philosophy .....                          | Page 08 |
| School Security and Safety.....                  | Page 11 |
| Staff Dress .....                                | Page 08 |
| Student Attendance.....                          | Page 16 |
| Student Discipline.....                          | Page 15 |
| Student Fees.....                                | Page 18 |

|                                    |         |
|------------------------------------|---------|
| Student Grading Scale .....        | Page 11 |
| Student Progress Reports.....      | Page 11 |
| Student Regulations.....           | Page 16 |
| Teacher Responsibilities.....      | Page 14 |
| Tobacco Usage .....                | Page 08 |
| Tornado Take Cover Procedures..... | Page 18 |
| Travel and Transportation .....    | Page 09 |
| Weather Days Procedures .....      | Page 10 |
| Welcome .....                      | Page 05 |
| What We Do .....                   | Page 07 |



# EXPECTATIONS



Show **RESPECT** for yourself, others, and school property.

Take **RESPONSIBILITY** for your actions and your choices.

Make the **EFFORT** to be a good student and citizen.

Think **SAFETY** for the good of everyone.



## **RESPECT**

Participate Positively

Listen to others

Wait your turn

Think before you speak

Use inside/outside voice appropriately

## **RESPONSIBILITY**

Be on time

Be honest

Be prepared

Be accountable for your actions

Use your manners

Clean up after yourself

## **EFFORT**

Be prepared

Listen

Stay on task

Do your best everyday

## **SAFETY**

Keep hands and feet to yourself

Use equipment and school property appropriately

Walk

Practice good hygiene

## **Positive Behavior interventions and Supports (PBiS)**

Kimball Jr/Sr High School and Mary Lynch Elementary Schools are PBiS Schools with the established umbrella goals of: **Respect, Responsibility, Effort**, and **Safety**. Various areas of the school are targeted and positive student expectations are taught and reinforced by the staff. Students are rewarded for meeting these expectations and doing things the correct way.

### **PBiS Overview:**

PBiS has been implemented at both Mary Lynch and Kimball Jr/Sr High School since January, 2013. The staff then used the umbrella goals to come up with desired expectations for the students. These expectations are stated in a positive manner, for example: “students will walk in the hallway” instead of “Do NOT run in the hallway”. There are different and unique expectations for various places in the school such as: classroom, hallway, lunch room, riding the bus...etc. These expectations are taught by all the teachers to all the students in a uniform manner using the same lesson plan. Staff members then reward students (both verbally and tangibly) when students are meeting the desired expectations.

Instead of just focusing on negative behavior, the goal of PBiS is to encourage positive behavior. However, students still receive discipline and consequences for improper behavior. It is a three to five year process to fully implement PBiS, however, schools that have implemented PBiS with fidelity have seen a dramatic reduction in behavior referrals to the office and an increase in student achievement and that is ultimately what KPS is looking for at this time.

The umbrella goals are the same for both buildings, however, implementation is different at Mary Lynch and the high school. An example would be that students in grades 7-12 can earn a “Super Pass” by meeting certain criteria from the previous quarter then using the “Super Pass” in the current quarter. Expectations are also slightly different from one building to the other.

## **WELCOME!**

Whether you are new to Kimball Public Schools, a long-term veteran of our learning team, or in between, this handbook has been prepared to serve as a guide for you in your daily schoolwork. It is not meant to be a complete set of rules or regulations, only to serve as a guide for your efforts. If you have questions that are not answered by this handbook, contact your administrator for clarification.

## **BOARD OF EDUCATION**

Heather Norberg – President  
Lynn Vogel – Vice-President  
Carrie Tabor – Secretary/Treasurer  
Clint Cornils – Member  
Matthew Shoup – Member  
Travis Cook – Member

## **ADMINISTRATIVE STAFF**

Trevor Anderson – Superintendent  
Danielle Reader – Secondary Principal  
Jamie Soper – Elementary Principal/Special Education Director

## **DISTRICT DIRECTORS**

Wade Brashear – Secondary Counselor/ Media Specialist  
Sarah Lewis – Elementary Counselor/ Media Specialist  
Kenneth Smith – Activities Director  
\_\_\_\_\_ – District Business Manager  
Travis Terrill – Technology Director  
Danessa Terrill – Food Services Director  
Gregg Fossand – District Transportation/Building and Grounds  
Tyler Garrett – District Maintenance  
Melissa Reich – District Nurse

## **SECONDARY TEACHING STAFF**

Ben Aarestad – Physical Education  
Aaron Beyer – Art/Publications  
Katie Culek – Special Education  
Jeri Ferguson – Social Science  
Samantha Hanson – Language Arts  
Ashley Heidemann – English/ Social Science  
Kristi Hiles-Smith – Instrumental Music  
Jacob Hoffman – Vocal Music  
Tiffany Johnson – Special Education  
Stephanie Kitchens – Mathematics  
Christine Lewis – Spanish  
Luke Maas – Science/ Instruction & Assessment  
Arlen Mekelburg - Science  
Gene Mohr – Industrial Arts  
Carolyn Montgomery – Language Arts  
Mary Schutz – Family Consumer Science  
Kenneth Smith – Social Science  
Sally Wheeler – Vocational Agriculture  
Fred Williams – Mathematics

Sandy Faden –Administrative Assistant  
Jen Wise – Secondary Attendance Secretary

Dakota Kuhns – Para  
Andrew McLeod - Para  
Tammy Shields – Para  
Tamara Johnson – Para

Lesia Calvin – Custodian  
Jimmy Klemt – Custodian  
Shannon Klemt – Custodian  
Marlene Walker – Custodian

Shawnna Allen-Bojorquez – Cafeteria  
Sarah Malson – Cafeteria

Larry Pahl – Activity Bus Driver  
Ricky Chapman – Meridian/Life Links/VALTS Bus Driver

#### **MARY LYNCH ELEMENTARY STAFF**

Tori Ingram – Pre-Kindergarten  
Melissa Mekelburg – Junior Kindergarten  
Denelle Klosterman – Kindergarten  
Cassady Malm – Kindergarten  
Rachel Lashmett – First Grade  
Kelli Patterson – First Grade  
Katie Fryda – Second Grade  
Mark Head – Second Grade  
Lani Heeg – Third Grade  
Miah Fonder – Third Grade  
Jamie Murdoch – Fourth Grade  
Ben Ferguson – Fifth Grade  
Kaitlin Knaub – Fifth Grade  
Kevin Kilgore – Sixth Grade  
Bernie Walker – Sixth Grade  
Heidi Chesley – Special Education  
Justin Mohr – Special Education  
Judy Walker – Title 1  
Jacob Hoffman – Vocal Music  
Kristi Hiles-Smith – Instrumental Music  
Dane Wurdeman – Physical Education  
Beth Brown – Speech Pathologist

Deb Bourlier – Administrative Assistant

Doug Rogan – Custodian  
William Richards – Custodian

Marci Muneio – Para  
Pam Hayden – Para  
Trista Wurdeman – Para

Julia McGinnis – Para  
Amanda Hargreaves – Para  
Sylvia “Star” Harvie – Para  
Amber Schadegg – Para  
Laura Klenda – Para  
Cyndi Rasmussen – Para

Vicki Kaczar – Cafeteria  
Terry Padelio – Cafeteria

Kathleen Chapman – Bus Route Driver  
Samantha Hottell – Bus Route Driver  
Lorri Norberg – Bus Route Driver  
Brittany Cook – Bus Route Driver

### **WHAT THE SCHOOL DISTRICT DOES**

Education is the only business of the Kimball Public Schools. Our schools exist and people are hired for the sole purpose of serving students. Therefore, you must realize that the education process is both a service and an obligation to our students, their parents, and the community. This educational process encompasses the efforts of all of our employees.

We listen carefully to our patrons to make sure that we deliver what they need and have come to expect from us. If a student or parent has a problem, we respond quickly and make sure the problem is resolved. Our goal is to deliver a top quality education to students, to help our students use their education to their best advantage, and ultimately, to make sure that the student is prepared to face the challenges of the future. The entire staff, both classified and certified together form a team whose goal and responsibility must be to educate students. The environment for learning must be positive, safe, and conducive to the educational process.

### **EDUCATIONAL PHILOSOPHY OF THE KIMBALL PUBLIC SCHOOL DISTRICT**

The District believes that the Kimball Public Schools should provide the finest administrative, instructional, operating staffs, and physical facilities it can obtain within the limitations of the community's ability and willingness to furnish financial support.

The District believes that it is the responsibility of the schools to provide maximum learning opportunities for children who attend the Kimball Public Schools.

While emphasizing the meeting of individual learners needs in relation to their capabilities and interests, students shall be provided opportunities to obtain the knowledge, experience, and skills that will help them meet their immediate and life-long educational, vocational, and personal needs. It is expected that learners take an active role in this program.

It is the position of the District that students who graduate from the Kimball Schools, whether they choose a vocation or further formal education, will have to satisfactorily complete a basic course of study as outlined in the current Board policy before being awarded a high school diploma.

### **OPEN DOOR POLICY – CHAIN OF COMMAND**

Supervisors and administrators are available to answer questions and resolve issues for staff members as needs arise. All staff members should follow the “Chain of Command,” by speaking with their immediate supervisor, building principal, and finally the superintendent. Resolution at the source closest to the topic is a priority, and scheduling a time to meet with a supervisor is highly encouraged

as opposed to “drop in” visits.

### **TOBACCO USE**

The Kimball Public Schools are Tobacco-Free school buildings. The use of any tobacco related product is strictly prohibited on school property and school vehicles at any time, whether school is in session or not.

### **ALCOHOL/DRUG USE**

The use of alcohol or drugs is prohibited on school property or in any school vehicle at any time, whether school is in session or not.

### **DUTY TIMES**

Duty times for all contracted days will be assigned by the building administrator or supervisor. Staff members are to work the assigned times unless otherwise approved by the building administrator or supervisor.

### **ATTENDANCE AND PUNCTUALITY**

Kimball Public Schools employees are expected to be reliable and punctual. You should report for work on time and as scheduled. If you cannot come to work or you will be late for any reason, you must notify your supervisor as soon as possible. Unplanned absences can disrupt your work and the educational process of the classroom. If you have a poor attendance record or excessive lateness, you may be subject to disciplinary action, up to and including employment termination in accordance to lawful procedures. Teachers will need to be at school by 7:45 a.m. and may leave at 4:00 p.m.

### **LEAVING THE BUILDING**

Staff members who desire to leave their assigned building during the school day except during their lunch time will notify the building principal in advance and report their return. Classified staff members are to check out on their time card if they leave work. Staff members who desire to be absent during duty times other than instructional time must receive permission of the building principal in advance.

### **EMPLOYEE EVALUATION**

Kimball Public Schools has a formal teacher evaluation process that will be reviewed at the start of the year with staff by the building principals. In addition, the District requires a yearly evaluation of all classified staff to be conducted in writing and conference by their immediate supervisor. Classified evaluations may impact annual employee pay raises and/or benefits.

### **STAFF DRESS**

Proper appearance is necessary to differentiate teachers from students and promote professionalism in Kimball Public Schools. Check with building principals for specific examples of appropriate dress. Shorts, sandals etc. are unacceptable. Building principals will determine professional dress.

### **KEYS/SECURITY**

Each teacher is responsible for the security of his/her own classroom. Maximum security is gained by locking the door at night. The teacher must lock windows at night. Rooms with outside entrances need to be double-checked at night. Rooms must be clean and organized.

**When using the buildings after the custodian has locked them or on weekends, you are responsible for all lights, windows, and doors, and locks that you or pupils, under your supervision may have used. Head coaches/sponsors must check doors or assign an assistant**

**for this duty.**

Administration and custodians will retain keys for all locks.

Pupils are not allowed in the building after school hours without faculty supervision. Keys are not to be loaned to students under any circumstances. If you have lost or indefinitely misplaced your keys contact administration ASAP.

Do not prop open doors for easier access. This is particularly important during school hours as it defeats the purpose of keeping the doors locked while classes are in session.

When you keep students after school, at noon, or in the morning they are your responsibility. Be sure they have proper work to do and that the work is done before they leave and before you leave. Do not leave them for someone else to watch; they are your responsibility. Be sure the students are out of the building before you go home.

**TRAVEL AND TRANSPORTATION**

Staff members requesting transportation or travel approval for student activities and in-service programs should submit a Request through the Greg Fossand Google Form to receive approval. A vehicle for transportation will be provided by the school district. In some instances, when approved, if the staff member takes his/her own vehicle, the school district will provide fuel only. If the school owned vehicle you use appears to be damaged, defective, or in need of repair, please notify the Transportation Director.

**MEAL ALLOWANCE**

When overnight travel is required, the district will use the meal allowance based on IRS guidance: Breakfast \$13.00; Lunch \$14.00; Dinner \$23.00. If IRS guidance changes, these may be adjusted.

**SCHOOL MAILBOXES AND EMAIL**

Each staff will have a mailbox or location for the delivery of in district or out of district mail. All incoming mail will be distributed in these boxes daily. Each staff member will be assigned an email address and location to access email. Please check your mailbox and email daily for school announcements and other important information. Please do not let things pile up in your mailbox; they are not file or storage areas.

**PROCEDURES FOR STAFF ON SCHOOL DAYS AFFECTED BY WEATHER**

**LATE START BECAUSE OF WEATHER**

Certificated Staff – will report to school in accordance with the established late start time

Teacher Assistants – will be paid only from the time they clock in

Food Service – will be paid only from time they clock in

Office Personnel – will report to school in accordance with the established late start time

Transportation staff – will report in accordance with the established late start time

Custodial Staff – will report to work as directed by the Director of Buildings & Grounds for snow removal and/or other duties

Directors (Transportation, Building & Grounds, Technology, Food Service) – will report to work as directed by the Superintendent

### **EARLY OUT BECAUSE OF WEATHER**

Certificated staff—may leave at the discretion of the superintendent

Teacher Assistants – may leave at discretion of building administrator and will be paid for the time on duty

Food Service – may leave at discretion of Food Service Director and will be paid for time on duty.

Office Personnel – may leave at the discretion of building administrator and will be paid for time on duty

Transportation staff – may leave in accordance with the established release time

Custodial Staff – may leave after building is secured and will be paid for time on duty

Directors (Transportation, Building & Grounds, Technology, Food Service) – may leave as directed by the Superintendent

### **SCHOOL CANCELLED BECAUSE OF WEATHER**

Teacher Assistants – will not be paid

Food service – will not be paid

Custodial Staff – will not be paid unless working

Hourly Secretarial Staff – will not be paid unless working

Bus Drivers – will not be docked wages for day and may be asked to make up time

Certificated Staff – will be paid for the day OR make up time as scheduled

### **CLASSIFIED STAFF**

Classified staff members are very important district employees. They are under the supervision of the building principal and/or departmental supervisor. Staff members who are not a supervisor of a classified staff member are to make work requests for classified personnel through their supervisor or building principal. Secretaries are employed for duties assigned by the administration and should not be asked by teachers to copy materials, make phone calls, or other duties unless approved by the building principal.

School Board Policy 402.01 Classified Staff should be consulted for additional benefits or conditions of employment for classified staff. The information in this employee handbook is not to be considered in any way a contract of employment.

Employees designated as classified staff are considered “at-will” employees and Kimball Public Schools may terminate classified staff employee at any time for any or no reason and with or without advance notice. Terminated employees will receive vacation benefits that have been earned prior to the time of termination.

Depending on the date of separation, the employee may be required to reimburse any used but unearned leave and/or pay the cost of medical insurance for the final month.

### **PARA PROFESSIONALS**

Para Professionals (Paras) are employed by the school district to work directly with students under the direction of the teacher with the educational process. Paras that do not have a minimum of an Associate’s Degree will be required to complete Project Para training in the first 3 months of employment.

## **STUDENT PROGRESS REPORTS**

Students shall receive a progress report at the end of each quarter/grading period. Students, who are doing poorly, and their parents, shall be notified prior to the end of the semester in order to have any opportunity to improve their grade.

## **STUDENT GRADING SCALE**

The official grading scale for students in grades (1-12) will be the following:

- A = 4 = 100% to 90%
- B = 3 = 89% to 80%
- C = 2 = 79% to 70%
- D = 1 = 69% to 65%
- F = 0 = 64% and below

The official grading scale for students in grades 9-12 will be a 4.0 scale.

## **ACCIDENT REPORT FORMS**

An accident report form must be completed and submitted to the building principal if an injury or accident occurs to student or staff. The staff member injured or responsible for supervision of the student at the time of the injury is directed to complete in writing an "Accident Report" and submit a copy to the building principal and superintendent's office at their earliest convenience. Accident report forms are available in all offices.

## **SCHOOL SECURITY AND SAFETY**

A handbook on school security and safety procedures will be reviewed by the building principal to assist staff in a crisis situation or school security issue. Teachers and classified staff should be aware of these procedures.

## **PTO (Paid Time Off)**

All personnel shall be entitled to four (4) days of PTO and six (6) SICK days of leave each year. Any days not used in the current year can be accumulated up to 60 days in an individual sick leave account. At the beginning of each school year, all personnel will receive a report of the total number of days available.

PTO and Sick Leave may be used exclusive of each other. All personnel may choose which leave fits their particular need. Personnel will complete leave reports provided by the school. Reports for use of sick leave shall be completed within 2 days after an absence for illness. PTO leave requires a request filed with their supervisor three days in advance except in the case of an emergency or special circumstance.

When sick leave is used, it may be taken for personal illness, illness for immediate family members and medical appointments. Immediate family members are defined as spouse, children, parents, and siblings.

Accumulated individual sick leave days are to be used for medical necessity only. The school district may ask for a doctor's report verifying medical necessity.

Accumulated individual sick days will be used in conjunction with the Family Medical Leave Act.

PTO leave used does not require a reason or explanation.

No more than two (2) consecutive school days of PTO may be taken at one time.

All personnel retiring from the system shall be paid \$50 a day for sick days accumulated up to 60 days providing they have met the Nebraska State Rule of 85 and providing they do not accept an early retirement incentive from the district.

All personnel who have at the end of the current school year unused PTO remaining, the unused PTO will then convert to Sick Leave. After the conversion, any person who has more than 60 accumulated Sick Leave days will be compensated for half of the days over 60 days at the per diem rate of their base. For example a person who has 64 days at the end the school year will receive a per diem rate of their base multiplied by 2. Base for Classified employees would be their hourly rate of pay. Base for Certificated staff would be the negotiated base rate.

### **BEREAVEMENT LEAVE**

For teachers this is a negotiated issue and they are encouraged to read the negotiated agreement that contains more relevant information. All Classified employees may be granted bereavement leave at the discretion of the Superintendent.

### **JURY DUTY LEAVE**

If an employee is required to serve on a jury or called to court on behalf of the school, a dock in pay will not be made. The employee shall return to work as immediately as possible. If a stipend is provided for this service, it shall be turned over to the school. The employee may elect to forfeit school pay and keep the stipend.

### **HOLIDAYS**

The following days are recognized as paid holidays for full-time classified personnel employed and actively working when these days occur.

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day
5. Thanksgiving Day
6. Christmas Day

### **PAYDAYS**

The Kimball Public School District has 12 standard employee pay periods usually on the 15<sup>th</sup> of every month.

### **FAMILY MEDICAL LEAVE**

Family and medical leaves shall be allowed under the terms and conditions of the Family and Medical Leave Act of 1993 (FMLA).

The "leave year" for purposes of the FMLA shall be a "rolling" twelve-month period, measured backward from the date an employee uses any FMLA leave.

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Board.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition, or a sick leave, when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

### **HEALTH INSURANCE**

Some district personnel receive health insurance benefits, depending upon the position. However, all employees eligible for health insurance benefits whether or not they use those benefits must complete an insurance application form within 30 days of employment indicating their request. Classified employees refer to Policy #402.01.

### **RETIREMENT WORKSHOP LEAVE**

Nebraska School Law 84-511 stipulates that an employee may attend a Pre-retirement Seminar twice after the age of 50. This is leave with pay and shall mean a day off paid by the employer and shall not mean vacation, sick, personal, or compensatory time. However, teachers need to plan ahead. Because of the problems of obtaining substitute teachers, not more than five teachers will be granted personal and/or retirement leave on any one-day. Requests will be granted in the order in which they are received.

### **PURCHASING SUPPLIES OR EQUIPMENT**

Items to be purchased by a staff member will be submitted via a Digital Requisition through WebLink and be approved prior to purchasing. Local businesses will be given consideration for all purchases.

### **COMPLAINT FORM AGAINST SCHOOL PERSONNEL**

This form is available from any school administrator. It outlines the formal procedures followed in the case of a complaint against a school employee.

### **PROFESSIONALISM/PROFESSIONAL ETHICS**

Each teacher is expected to conduct him/herself in a professional manner. The NSEA/KEA is your organization. The school has no policy of your attendance or involvement in your professional organization and the District does not pay professional dues for teachers. It is strongly recommended that each of you stress to your committee chairs to keep you up-dated on all school factors.

Membership and active work in civic and/or church organizations is encouraged. Socializing and

fraternizing with school students should be kept within reasonable limits. Use good judgement in behavior and dress. Work to promote good moral standards and conduct among students. Teachers must cooperate with one another. Use proper language and avoid the use of profanity around students. Teachers are ambassadors of good will and should refrain from airing malicious gossip, etc. It is highly unprofessional to talk about school employees, students or school procedures in the classroom or in the community. Be sure that what is said is factual. Teachers need to remember and stress the importance of: Communications, Language, Morale, and Discipline.

Cell phone usage for personal social media, text messaging, phone calls, etc. should be limited to times when students are not present in the classroom so as to not distract from the learning environment. If a situation arises that requires use of a cell phone and/or monitoring of a cell phone for said purposes while students are in the classroom, please make the building principal aware of the situation.

We have many positive teachers. These teachers view the world optimistically even in the worst situations. They tend to be innovators, because they want to make things better and believe they can succeed. To positive people, change is exciting. Even when an idea fails, they look on the bright side. Positive people usually do not need much encouragement from others to maintain this cheery outlook; their positive views come from within.

No teacher shall have visitors during the hours of duty in the school without special permission of the administration. Any teachers approached by such an individual should refer him/her at once to the school office.

The teacher is expected to attend workshops or seminars when requested to do so by the administration. Expenses (registration & meals) shall be paid by the school district when such a request is made. Teachers may at other times attend meetings of their choosing without reimbursement as fulfillment of their professional leave. All teachers are expected to be on time for all meetings unless approved by the building principal.

## **TEACHER RESPONSIBILITIES**

- ❑ Teachers are to be in the building during duty hours unless their absence has been approved by the building principal.
- ❑ Teachers are to provide PROPER supervision of their room at all times and should not leave their room unless an emergency occurs or arrangements have been made with the principal for room supervision.
- ❑ Teachers are to complete the appropriate attendance procedures as specified by the building principal and make the proper corrections if errors are made.
- ❑ Teachers using the building at night, on weekends, or during vacation times are to make sure they turn off all lights and lock all doors when leaving. The OUTSIDE DOORS are especially important and should be checked to make sure they have locked properly.
- ❑ Your room is your responsibility. Teachers should take care to supervise their room appropriately and should see that papers and other trash are removed from the floor before departing for the day. Also make sure that any beverage spills are reported immediately to the office for proper care. Be sure to report any vandalism and attempt to correct the situation. Staff members need to report any custodial problems to the principal.
- ❑ Teachers are to turn in to the office student progress reports, grades, make-up work, and any other materials requested at the requested time. Grades should be update on a weekly basis on the building's computer grade book.
- ❑ Teachers are to remain in the classroom during the full period. Teachers are not to dismiss

students before the bell.

- ❑ All guest speakers, field trips, and movies are to be cleared with the principal.
- ❑ Teachers are to be on time for all Staff Meetings, IEP meetings, Committee Meetings, and Assessment meetings unless excused by the principal.
- ❑ Lesson Plans are due as directed by the building principal.
- ❑ Failure to follow responsibilities as specified by the administration may result in verbal or written notification of unacceptable performance.

**LEARNING MANAGEMENT SYSTEMS (LMS)** – Kimball Public Schools utilizes a LMS at each facility to enhance the learning environment for our students. At Mary Lynch Elementary School, Google Classroom is used by staff members and Canvas is used by staff members at the High School.

**LESSON PLANS**--Plans are to be made in advance and handed in to the office each Monday morning for the following week. Plans should indicate the goals for the lesson and methods that will be used to meet those goals, and must give definite assignment and general procedure for the class period. Plans must also include state standards being met. Make plans clear enough so a substitute teacher could easily follow them.

Teachers leaving the system must turn their lesson plan books in when checking out. It is the responsibility of all teachers to teach 100% of the state standards in the curriculum for their grade or subject. This is a minimum that should be covered.

### **CHILD ABUSE – REPORTING**

As required by Nebraska School Laws 28-710 through 28-733, when any school employee has reasonable cause to believe that a child has been subjected to abuse or neglect or observes such child being subjected to conditions or circumstances which reasonably would result in abuse or neglect, he or she shall report such incident or cause a report to be made to the proper law enforcement agency or to the Department of Health and Human Services toll free at 1-800-652-1999. In accordance with Nebraska law, teachers **MUST** report suspected student abuse situations. The "Report for Suspected Student Abuse" may be obtained from the principal or guidance counselor.

### **STUDENT DISCIPLINE**

Staff members are encouraged to handle their own disciplinary problems. Students who fail to exercise their responsibilities to abide by the rules of the school or the classroom may be disciplined for their unacceptable behavior. Disciplinary actions by a teacher may include cleanup activities, exclusion from one class period, detention, additional school work, parental conference, or other actions approved by the building principal. **EDUCATORS ARE CAUTIONED NOT TO USE ANY FORM OF CORPORAL PUNISHMENT.**

If a student is involved in any of the following actions he should be referred to the principal.

- Use of violence
- Damage to property
- Physical Injury
- Fighting / Threats
- Possession of a weapon
- Repeated violation of rules
- Use or possession of alcohol or drugs
- Sexual harassment
- Any activity considered interference with school purpose

## **STUDENT ATTENDANCE**

Even though a record of student attendance and tardiness is kept in the office, teachers are responsible for keeping daily attendance records of their pupils in Infinite Campus. In addition, teachers should follow the attendance guidelines in their building for recording daily attendance with the office.

## **STUDENT REGULATIONS**

Most student regulations are printed in the parent/student handbook issued yearly to each individual student. All staff members will receive a copy and should familiarize themselves with the student regulations. Because of limited space not all student regulations are included in the Parent/Student Handbook. Inquiries on any other regulations should be directed to the principal.

## **ACTIVITY ACCOUNTS**

Class and organization sponsors are responsible for the accounting of the funds in their group's activity account. A monthly receipt and expenditure report will be given to the sponsor of each class or organization. If discrepancies are noticed, the principal should be notified immediately. Sponsors will not be released at the end of the year until he/she has audited the account properly with the Principal's Secretary. Therefore, it is highly recommended that such an auditing process include the class or organization treasurer prior to his being checked out of school at the end of the year.

## **GENERAL TEACHING SUPPLIES**

Teachers needing general teaching supplies such as paper, pencils, pens, and other similar items are to check with the building secretary for those materials. Because of the familiarity the secretaries have of the supply room and the location of various items, it is recommended that staff members ask them for assistance.

## **ADMINISTRATIVE SUGGESTIONS**

- ❑ Be as courteous to your class as you expect them to be with you. Look for things to praise, especially in students who are discipline problems. However, do not tolerate inappropriate actions toward you or other students.
- ❑ Watch your tongue. Humiliating a student by public ridicule or reprimand is generally unproductive.
- ❑ Keep your classroom rules to a minimum and inform students at the beginning of the school year what behavior you expect from them and what grading procedures you will use.
- ❑ Be consistent. When you reprimand a student for an action one day and ignore it the next day you are not sending them a clear message on what is acceptable.
- ❑ Control your temper, especially if your anger would involve inappropriate language.
- ❑ Always be prepared for class starting your instructional process shortly after the bell and using the complete class time for education, as idle time can easily become playtime and create discipline problems for you.
- ❑ Avoid punishing the class for the actions of a few. Not only is this unfair but will create resentment and is not educationally defensible.
- ❑ Don't hesitate to contact parents to praise exceptional performance or when students are having academic or discipline problems. Most parents appreciate comments directly from teachers.
- ❑ Move about your room. Walk among the students communicating with them. Many things can happen if you stay at your desk and grade papers, etc. during class
- ❑ Keep the principal informed when dealing with a problem student. Document in writing incidents and your efforts when dealing with students and parents.

## **RECORDS AND REPORTS**

Teachers are asked periodically to do certain reports and maintain certain records for the normal operation of the school. Please do them correctly and turn them in to the office on time. Your cooperation will greatly increase the efficiency of the operation of the school.

## **MULTI-CULTURAL EDUCATION**

It is the responsibility of all teaching staff members to provide students a program that reflects multi-cultural education in their classroom. They will submit a report at the end of the school year noting their multi-cultural educational activities.

## **MEETINGS**

The building principals will establish regularly scheduled meetings. Other periodic meetings may be scheduled as the need arises. Staff members are expected to attend all IEP meetings, committee meetings, assessment meetings, etc. if requested unless otherwise excused by the building administrator.

## **EXTRA DUTY ASSIGNMENTS**

Teachers may be assigned extra duties at the discretion of the administration. These are assigned annually. Those assignments will be remunerated as stipulated in the negotiated agreement. Other additional assigned duties may or may not have additional remuneration.

## **MORNING, AFTER SCHOOL, RECESS AND LUNCH SUPERVISION**

Teachers may be assigned supervision duties during the lunch period, before and after school, or recess as directed by the building principal.

## **INVENTORIES**

Teachers are required to inventory their classrooms yearly to submit at the end of the school year. Inventory should include textbooks, supplies, equipment, computers, desks, chairs, tables, and reference materials.

## **MEDICAL AUTHORIZATION FORM**

Parents are asked to complete this form granting permission for school personnel to dispense authorized medications or in some instances medical procedures.

## **SCHOOL FOUNDATION GRANTS**

The Kimball Public School Foundation supports many educational activities. Teachers may apply for monetary stipends from the foundation. The Foundation will not provide grants for salaries of personnel.

## **PROFESSIONAL GROWTH**

Nebraska School Law 79-830 requires that all teachers who obtain tenure show evidence of professional growth within a six-year period after becoming tenured. The school district has a policy indicating the procedures for meeting this professional growth requirement.

## **PROCEDURES FOR SUBSTITUTE ARRANGMENT**

- Teachers will call the Principal's secretary or Principal to arrange for a substitute teacher.
- Teachers unable to work should notify the secretary or Principal prior to 7:00 a.m. or as early as possible.
- Teachers who are going to be absent because of a school related activity are to notify the

secretary or Principal as soon as they are aware of impending absences.

- Teachers should periodically check their office absentee file to make sure that student class lists, emergency lesson plans, and other pertinent information are in the file.
- Lesson Plans for the substitute teacher should be given to the secretary, principal, or left in the classroom when arranging for the substitute.
- Substitute teachers will be hired for all classes, if at all possible.

### **PROCEDURES FOR SUBSTITUTES**

- Substitutes should report to the office upon arrival at school.
- Substitutes should follow the lesson plans left by the teacher.
- Substitutes should complete the substitute teacher's worksheet and turn it into the office before leaving the building.
- If a substitute has any severe discipline problems with a student, they are requested to notify the Principal as soon as possible during that school day.
- Substitutes are to report to work according to the assigned duties.

### **TORNADO TAKE COVER PROCEDURES**

- Generally, notification to the school will be from the Civil Defense Office
- Method of warning to the staff and students to implement the take-cover procedures will be by intercom and personnel messengers.
- Staff and students should proceed immediately to their assigned take-cover areas.
- Staff members should remember to take their flashlights with them.
- Staff and students should remain in their assigned take-cover areas until instructed to leave shelter by personnel messengers.
- Staff and students should move to their assigned areas single file.

### **FIRE DRILLS**

- Drills will be held in accordance with state fire regulations.
- Established exits to be used by each room will be established.
- Posters are to be placed in each room indicating fire exits to be used.
- Designated staff are to check restrooms and others areas to make sure everyone is evacuated.
- Designate waiting or staging areas away from building and emergency vehicle access.

### **INTERNET SAFETY POLICY**

Staff and students have many opportunities to use the internet, email and other electronic resources as part of their educational tools. When using computers and electronic resources, teachers must be careful to follow district policies and procedures governing the usage. School computers and electronic resources are for the use of staff and students only. Other individuals are not to use school electronic resources unless approved by the administration. Staff members should be familiar with School District Policy 603.08, Internet Safety and Acceptable Use Policy.

### **STUDENT FEES**

The board realizes some activities may require additional expenditures which are properly to be borne by students as a separate charge. Such charges may be waived as specified below depending upon the student's eligibility for the free and reduced-price lunch program. In other special cases where the parent/guardian requests that the student be exempted from charges, the superintendent shall determine granting of waivers. No fees, specialized or non-specialized attire, or equipment shall be required of students outside this policy. This policy does not apply

to tuition payments by nonresident students.

For the purposes of this policy, the following definitions shall apply:

1. Extracurricular activities means student activities or organizations which are supervised or administered by the school district, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the school district.
2. Postsecondary education costs means tuition and other fees associated with obtaining credit from a postsecondary educational institution.

The district may charge student fees or require students to provide specialized equipment or attire in the following areas:

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Postsecondary education costs, limited to tuition and fees associated with obtaining credits from the postsecondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident students as allowed by state statute;
5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or pre-kindergarten services in accordance with state statute;
8. Summer school or night school;
9. Breakfast and lunch programs.

The district may also require students to furnish musical instruments for participation in optional music courses that are not extracurricular activities. Students qualifying for free or reduced-price lunches shall be provided with a musical instrument of the school's choice.

Waivers shall be provided to students who qualify for free or reduced-price lunches for fees, specialized equipment and specialized attire required for participation in extracurricular activities.

The superintendent shall establish a Student Fee Fund and ensure that funds collected as fees for the following purposes are properly recorded and deposited to it:

- . Participation in extracurricular activities;
- . Postsecondary education costs; and
- . Summer school or night school.

The superintendent shall promulgate regulations outlining the purposes for which fees in these three areas are collected and shall ensure such fees are spent for those purposes.

The superintendent shall promulgate regulations to be published annually in the student handbook authorizing and governing:

1. Any non-specialized clothing required for specified courses and activities;
2. Any personal or consumable items a student will be required to furnish for specified activities;
3. Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.

The superintendent shall also promulgate regulations authorizing and governing the following areas:

1. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
2. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
3. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
4. Deadlines for waivers for all types of fees;
5. Procedures for students receiving postsecondary education credits;
6. Procedures for handling of fees related to summer school or night school;
7. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy.

The maximum dollar amount of each fee must be specified as part of the administrative procedures policy.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1001.02, Public Involvement.

This policy will be reviewed and re-adopted annually at a regular or special meeting of the board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each household.

## **LEGAL NOTICES AND INFORMATION**

### **EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW**

#### **Employers Holding Federal Contracts or Subcontracts**

It is the policy of the Kimball Public Schools not to discriminate in any of its education programs, activities or employment practices on the basis of sex, age, race, color, national origin, religion, or handicap in the education programs or activities which it operates.

It is the intent of the Kimball Public Schools to comply with both the letter and spirit of the law in making certain discrimination does not exist in its policies, regulations, and operations. Grievance procedures for Title IX and section 504 have been established for students, their parents, and employees who feel discrimination has been shown by the Kimball Public Schools.

Specific complaints of alleged discrimination under Title IX (sex) and Section 504 (handicap) should be referred to Dr. Elizabeth Owens, Superintendent, or Mike Mitchell, Title IX, or Jamie Soper, Section 504 Coordinator at Kimball High School.

Sexual harassment of any student or employee by an individual under the jurisdiction of Kimball Public Schools is expressly prohibited as a violation of law and Board policy. Persons determined to have engaged in sexual harassment shall be subject to disciplinary actions. (Full explanation may be found in Board policies.)

In compliance with State and Federal Regulations, Kimball Public Schools are actively seeking handicapped students between the ages of birth to 21 who reside in the Kimball School District. Parents with handicapped children or persons who know of children who may need services may call the superintendent's office.

## **ASBESTOS NOTIFICATION**

We have prepared an asbestos management plan for each building, a copy of which is maintained at the central district office and also in the administrative office for each major building describing the asbestos plan and the intended response.

Asbestos is dangerous only when it is broken loose from building material into fine, dust-like fibers and inhaled. Assuming the district maintains its operations and maintenance procedures and, if as asbestos is to be removed or abated, then such removal is done under carefully controlled conditions, the asbestos should not represent a detectable risk to any building occupant. The district implemented its management plan and has conducted a periodic surveillance of all asbestos-containing building materials. This periodic surveillance is conducted to provide a continuous assessment to assure safety conscious management of asbestos-containing materials.

The detailed plan and updated information for each building, or for the entire district, is open to public review and is located in the office of each building. If you have any questions, please contact the district's administration.

## **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

In addition to the protection of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

## **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

## **VIETNAM ERA, SPECIAL DISABLED, RECENTLY SEPARATED, AND OTHER PROTECTED VETERANS**

38 U.S.C. 4212 of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans, qualified special disabled veterans, recently separated veterans, and other protected veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP). Employment Standards Administration. U.S. Department of labor, 200 Constitution Avenue. N.W. Washington, D.C. 20210 or call (202) 693-0101 or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

### **PRIVATE EMPLOYMENT, STATE AND LOCAL GOVERNMENTS, EDUCATIONAL INSTITUTIONS.**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

#### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

#### **DISABILITY**

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

#### **SEX DISCRIMINATION (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act of 1964, as amended (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you should contact one of the following:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 I Street. N.W., Washington. D.C 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 669-6820.

### **PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE**

#### **INDIVIDUALS WITH DISABILITIES**

Sections 501, 504 and 505 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance in the federal government. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

## **NOTICE OF HEALTH INFORMATION AND PRIVACY PRACTICES**

This Notice of Health Information Privacy Practices explains how the Kimball Public School District 0001 will use and/or disclose your Protected Health Information (PHI) in compliance with the Health Insurance Portability and Accountability Act (HIPAA).

The Federal Health Insurance Portability and Accountability Act (HIPAA) provides as one of its provisions that group health care plans sponsored by employers and all health care providers including physicians, hospitals, labs, pharmacies, etc., must protect the confidentiality of what the law terms “protected health information” (PHI).

Covered entities must safeguard the PHI of individuals and may not release such information to any individual or agency, including the individual’s spouse or other family members, without the written authority of the individual. The provisions of the act become effective on April 14, 2003.

Kimball Public Schools provides our employees with health insurance through the Educators Health Alliance (EHA), underwritten by Blue Cross Blue Shield of Nebraska. Because EHA is a fully insured program, EHA will not seek or maintain any PHI. The only information EHA will receive from Blue Cross Blue Shield of Nebraska will be summative information needed to manage the Plan, to determine appropriate levels of coverage and set premium rates.

Employers are not directly covered by the provisions of the act. However, employers are indirectly covered because it may become necessary from time to time, for the Kimball Public Schools to obtain health information related to the employment policies of the Kimball Public Schools and to comply with state and federal law.

For the Kimball Public Schools to obtain employment related health information about you from a third party, you must provide written authorization for the Kimball Public Schools to do so. The appropriate authorization forms are available from the District’s bookkeeper.

Under what circumstances would the Kimball Public School District need health information?

1. Enrollment of employees in the BCBS health plan, dental and other insurance plans.
2. Accounting for sick leave under the Kimball Public School District’s sick leave policy.
3. Filing worker’s compensation claims for employees injured on the job.
4. Seeking medical certification for short-term or long-term disability insurance eligibility.
5. Medical information necessary for the Kimball Public School District to comply with the Americans with Disability Act.
6. Seeking certification for fitness to return to work after a medical leave of absence or a disability leave.
7. Certification for eligibility of leave as provided for in the Pregnancy Discrimination Act.
8. Medical information necessitated by compliance with OSHA.
9. On other occasions to allow the employer to be assured that the employee is medically capable of performing all the necessary duties required by the Kimball Public Schools.

10. For costing out negotiations proposals affecting coverage and single or marital status.
11. To comply with state and federal law.
12. Other employment related matters.

In order for the employee to be assured of the benefits to which he or she is entitled under the provisions of state or federal law and the policies and negotiated agreement of the Kimball Public School District, it will be necessary for the employee to comply with the request for information related to these business purposes; and failure to comply with that request, in a timely fashion as set forth in any written request, will result in forfeiture of the benefits at issue.

The Kimball Public School District will not use any health information to discriminate against an employee or his or her spouse or dependents and will confine the use of such information to the specific use for which it is intended. Further, the Kimball Public School District will not provide or share this information with any other party, except for legitimate employment related matter and then only on a need-to-know basis or unless you provide written authorization to release the information to a third party.

All employment related health information will be maintained.

#### Misuse of Protected Health Information

The inappropriate access to or use of PHI is prohibited by federal law and is punishable by fines and in some instances incarceration. Any misuse of PHI by any employee of the Kimball Public School District in violation of federal law or the Kimball Public School District's employment policies jeopardizes the financial interest of the Association and may result in job sanctions, including termination of employment.

#### Sick Leave Forms

In order to protect your personal health information, when reporting sick leave or medical/dental appointments, the employee should provide only the information requested on the form (i.e. doctor appointment) and should refrain from providing any specific medical symptoms unless specifically requested by the Kimball Public School District.

#### Employment Forms

The Kimball Public School District will request personal information regarding insurance coverage, etc. upon initial employment and on those occasions when employment related health information changes, i.e. changing from single to married status.

#### Notification of Injury under Workman's Compensation

A staff member injured on the job shall notify the Kimball Public School District verbally of any injury as soon as practicable, but within the legal requirements of the insurance carrier. That policy and federal law authorizes the Kimball Public School District to disclose that information to the insurance carrier as part of any claim procedure without further authorization from you. The verbal notification is for your convenience, but the Kimball Public School District may require you to complete a written document relating the nature of the accident and injuries.

#### Specific Requests for PHI

Specific request by you or by the Kimball Public School District for your PHI, related to items set forth earlier in this policy, will be in writing and related to the purposes outlined in this policy. An employee will be provided with a copy of any form-requesting PHI. The Kimball Public School District will maintain a copy as part of the employee's employment record.

All information acquired under the provision of this policy will be maintained by the Kimball Public School District as part of the employee's employment record, and a reasonable effort will be made to protect its confidentiality and security.

Questions about this policy may be directed to the Kimball Public School District.

#### Your Rights Provided by HIPAA

Rights regarding medical information Kimball Public School District may obtain from you or about you.

❖ Right to Inspect and Copy

You have the right to inspect and copy medical information the Kimball Public School District maintains in the course of your employment and related activities, except any information compiled in anticipation of or for use in any civil, criminal, or administrative action or proceeding.

❖ Right to Amend

If you think that medical information about you is incorrect or incomplete, you may ask to amend the information. The request must be in writing. The request must identify the specific information to amend and include information stating the reasons you believe the information is inaccurate.

❖ Restriction or Confidential Communications

You have a right to request restrictions and confidential communications concerning protected health information. Such restrictions may not be in conflict with the necessary business practices or provisions of law.

❖ Right to Accounting of Disclose

The Kimball Public School District has the right to disclose your PHI information acquired in the course of your employment with its management staff, legal counsel, insurance companies, etc., on a business need basis or in order to comply with the law. The Kimball Public School District will not disclose any PHI that is part of your employment record under any other circumstances, including disclosure to other family members, unless the Kimball Public School District receives a written request on a form signed by you identifying what information you wish disclosed and to whom. A copy of any request for disclosure will be maintained in your employment file and is subject to your inspection. The Kimball Public School District is not required to maintain such records longer than six (6) years or to maintain any information about disclosures or disclosure request prior to April 14, 2003.

❖ Right to Revocation of Disclosure

If you authorize disclosure of any information, either to the Kimball Public School District and/or to another party, you may revoke that authorization in writing at any time. Revocation of disclosure must be filed with the Kimball Public School District and will be maintained as part of your employment file. However, if the PHI is essential to secure employment benefits, revocation may result in denial of benefits.

❖ Complaint Alleging Violation

If you feel that your PHI has been used inappropriately or in violation of this policy you may file a written complaint with the Kimball Public School District or with the US Department of Health and Human Services.

❖ Change of Notice of Health Information Privacy Practices

The Kimball Public School District has the right to amend this Notice at any time in the future consistent with law. Until such amendment is made the Kimball Public School District will abide by the terms of this notice.

**NOTICE CONCERNING COBRA CONTINUATION COVERAGE RIGHTS:**

**Introduction**

You are receiving this notice because you have recently become covered under the Kimball Public School Blue Cross/Blue Shield health plan. This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is Harold Farrar. The Plan Administrator is responsible for administering COBRA continuation coverage.

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct

If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:

1. Your spouse dies;
2. Your spouse's hours of employment are reduced;
3. Your spouse's employment ends for any reason other than his or her gross misconduct;
4. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
5. You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan

because any of the following qualifying events happens:

1. The parent-employee dies;
2. The parent-employee's hours of employment are reduced;
3. The parent-employee's employment ends for any reason other than his/her gross misconduct;
4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
5. The parents become divorced or legally separated; or
6. The child stops being eligible for coverage under the plan as a "dependent child."

Sometimes, filing a proceeding in bankruptcy under Title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

#### **Disability extension of 11-month period of continuation coverage**

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end

of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

### **Second qualifying event extension of 18-month period of continuation coverage**

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

### **If You Have Questions**

If you have questions about your COBRA continuation coverage, you should contact the Superintendent or Plan Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA).

### **Keep Your Plan Informed of Address Changes**

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

### **Notice of Nondiscrimination**

The Kimball School District does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Trevor Anderson, Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188. [tanderson@kpslonghorns.org](mailto:tanderson@kpslonghorns.org)

Employees and Others: Trevor Anderson, Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188. [tanderson@kpslonghorns.org](mailto:tanderson@kpslonghorns.org)

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, Missouri 64114, (816) 268-0550 (voice), or (877) 521-2172 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

### **Formal Complaint Procedures**

The Kimball Public Schools Board of Education shall have in place forms and formal procedures to be implemented for any individual to use in the event that he or she individually or as a representative of a group/organization feels that he/she has been aggrieved in some manner, and that attempts to resolve the matter through other means have not reached satisfactory results.

# **KIMBALL PUBLIC SCHOOLS**

## **STAFF HANDBOOK**

### **ACKNOWLEDGEMENT**

#### **OF**

### **RECEIPT AND COMPLIANCE**

This is to acknowledge that I have received a copy of the Kimball Public Schools 2019-2020 STAFF EMPLOYEE HANDBOOK. I will familiarize myself with the material in the handbook and my personal conduct will be governed by its contents. I further understand that the Kimball Public Schools may change, rescind, or add to any policies, benefits, or practices described in this handbook with or without prior notice.

Anything not included within this classified handbook is board policy, administrative regulation, or management prerogative.

***PLEASE RETURN THIS PAGE TO THE OFFICE OF SUPERINTENDENT WITHIN FIVE DAYS***

Employee's Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

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



Robert R. Rauner, Jr., CPA, JD

Julia K. Peetz

Jeffrey J. Jung, CPA, PFS

Trevor E. Schuessler, CPA

July 1, 2020

To Board of Education, Kimball Public Schools  
Trevor Anderson, Superintendent  
901 S. Nadine  
Kimball, NE 69145

We are pleased to confirm our understanding of the services we are to provide Kimball Public Schools for the year ended August 31, 2020. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of Kimball Public Schools as of and for the year ended August 31, 2020.

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Management's Discussion and Analysis
- 2) Budgetary Comparison Information
- 3) General Fund Supplemental Schedule

Our responsibility for the other information listed above and included with the audited financial statements and auditor's report does not extend beyond the financial information identified in this report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

### Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with the modified cash basis of accounting which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and the standards contained in the Nebraska State Statutes and the Nebraska Department of Education and will include tests of the accounting records of Kimball Public Schools and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of Kimball Public Schools' financial statements. Our report will be addressed to the Superintendent and the Board of Education of Kimball Public Schools. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the

effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that Kimball Public Schools is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste and abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, an unavoidable risk exists that some material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Kimball Public Schools' compliance with the provisions of applicable

laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also (1) assist in preparing the financial statements and related notes based on the trial balance of Kimball Public Schools in conformity with the modified cash basis of accounting which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles based on information provided by you and (2) propose journal entries affecting the financial statements that management reviews and accepts; and understands the nature of the proposed entries and the impact the entries have on the financial statements. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the modified cash basis of accounting which is a comprehensive basis of accounting other than U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

You are responsible for including all informative disclosures that are appropriate for the modified cash basis of accounting. Those disclosures will include (1) a description of the modified cash basis of accounting, including a summary of significant accounting policies, and how the modified cash basis of accounting differs from GAAP; (2) informative disclosures similar to those required by GAAP; and (3) additional disclosures beyond those specifically required that may be necessary for the financial statements to achieve fair presentation.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including identification of all related parties and all related party relationships and transactions, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with the modified cash basis of accounting. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with the modified cash basis of accounting; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with the modified cash basis of accounting; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to including the auditor's report in an exempt offering document, you agree that the aforementioned auditor's report, or reference to Rauner & Associates, P.C., will not be included in any such offering document without our prior permission or consent. Any agreement to perform work in connection with an exempt offering document, including an agreement to provide permission or consent, will be a separate engagement.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with (1) the preparation of the financial statements and related notes based on the trial balance of Kimball Public Schools and (2) proposed journal entries affecting the financial statements that management reviews and accepts; and understands the nature of the proposed entries and the impact the entries have on the financial statements prior to their issuance and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Kimball Public Schools; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Rauner & Associates, P.C. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Nebraska State Auditor and the Nebraska Department of Education or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Rauner & Associates, P.C. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the Nebraska State Auditor and the Nebraska Department of Education. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit on approximately August 1, 2020 and to issue our reports no later than November 5, 2020. Robert R. Rauner, Jr. is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates and we agree that our gross fee will not exceed \$15,217.00 plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc). In the event that the condition of the Kimball Public Schools financial records require additional work, the time associated with these auditing procedures and reporting requirements will be billed separately from the audit services. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

The Nebraska Department of Education has requested the performance of additional services not addressed in this engagement letter related to compliance with the calculation of the Average Daily Membership as required by Rule 1 of the Nebraska Administrative Code. We will communicate with you regarding the scope of the additional services and the estimated fees in a separate engagement letter.

In the event that the Governmental Accounting Standards Board (GASB), the American Institute of CPA's (AICPA), the General Accounting Office (GAO), the Office of Management and Budget (OMB), or any other federal or state agency promulgates additional standards or audit procedures during the audit period, we will discuss these requirements with you before proceeding further. Before starting the additional work, we will prepare an estimate of the time necessary, as well as the fee for performing the additional work.

We appreciate the opportunity to be of service to Kimball Public Schools and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

Very truly yours,

*Rauner & Associates, P.C.*

Rauner & Associates, P.C.

RESPONSE:

This letter correctly sets forth the understanding of Kimball Public Schools.

Management signature: \_\_\_\_\_

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

HSMC ORIZON LLC  
CPAs, BUSINESS & TECHNOLOGY CONSULTANTS  
16924 FRANCES STREET  
OMAHA, NEBRASKA 68130



402.330.7008 / PHONE  
402.330.6851 / FAX  
www.hsmcorizon.com

## REPORT ON THE FIRM'S SYSTEM OF QUALITY CONTROL

December 29, 2017

**To the Owners of  
Rauner & Associates, P.C.  
and the Peer Review Committee of the  
Nevada Society of Certified Public Accountants**

We have reviewed the system of quality control for the accounting and auditing practice of Rauner & Associates, P.C. (the firm) in effect for the year ended May 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

### **Firm's Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

### **Peer Reviewer's Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

### **Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards* including a compliance audit under the Single Audit Act.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

## Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Rauner & Associates, P.C. in effect for the year ended May 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of pass, pass with deficiency(ies), or fail. Rauner & Associates, P.C. has received a peer review rating of pass.

*HSMC Orizon LLC*

**HSMC ORIZON LLC**



**FireFly Computers**  
1271 Red Fox Road  
Saint Paul, MN 55112  
fireflycomputers.com

**Quote #:** E000025885

**Kimball Public Schools**

Travis Terrill  
308-235-4861  
tterrill@kpslonghorns.org

| Customer Number | Quote Date | Expiration Date | Terms  |
|-----------------|------------|-----------------|--------|
| 71758           | 7/8/2020   | 8/7/2020        | Net 30 |

Cam Maslonka  
Direct: 612-213-2951  
Fax: 612-392-2155  
Email: CMaslonka@fireflycomputers.com

**Contract Details:**  
No Contract

| Quantity | Item                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Unit Price | Extended Price |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------|
| 50       | HP 11 x360 G2 EE Chromebook<br>- 11.6" IPS HD Display<br>- Intel Celeron N4000 1.1GHz<br>- 4GB RAM<br>- 32GB eMMC Storage<br>- Intel UHD Graphics 600<br>- Webcam + World-facing Camera<br>- Wireless: 802.11a/b/g/n/ac<br>- Bluetooth 5.0<br>- USB Type-C x2<br>- USB 3.1 x2<br>- Chrome OS<br>- 1-Year Warranty                                                                                                                                               | 279.00     | 13,950.00      |
| 50       | Google Chrome Education Upgrade                                                                                                                                                                                                                                                                                                                                                                                                                                 | 25.00      | 1,250.00       |
| 50       | FireFly 3x Year Manufacturer Defect and Accidental<br>Damage Warranty<br>Serviced by FireFly Computers<br>Easy to Use - RMA Portal<br>Free Two Way Shipping on Bulk RMA's<br>Access to FireFly Chrome Management Console Experts<br>Custom Self Maintainer & Student Repair Programs<br>Available                                                                                                                                                               | 61.00      | 3,050.00       |
| 50       | FF-SUPPORT-HP<br>- Easy-to-use Online RMA Portal for Simplified Warranty<br>Claim Submissions<br>- FireFly SMART RMA Boxes for Convenient Bulk<br>Warranty Returns and Bulk Paid Repairs<br>- Unlimited Chromebook Technical Support by Phone or<br>Email from Google-Certified Engineers<br>- Access to FireFly Repair Zone Website for Easy<br>Ordering of Chromebook Parts and Repairs<br>- Complimentary Assistance Claiming Free Offers, when<br>available | 0.00       | 0.00           |



**FireFly Computers**  
1271 Red Fox Road  
Saint Paul, MN 55112  
fireflycomputers.com

**Quote #:** E000025885

**Kimball Public Schools**

Travis Terrill  
308-235-4861  
tterrill@kpslonghorns.org

**Customer Number**

**71758**

**Quote Date**

**7/8/2020**

**Expiration Date**

**8/7/2020**

**Terms**

**Net 30**

Cam Maslonka  
Direct: 612-213-2951  
Fax: 612-392-2155  
Email: CMaslonka@fireflycomputers.com

**Contract Details:**

No Contract

|   |                                                                                                                                                                                                                                                      |          |          |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|
| 2 | AVer Charge X30i 30 Device Capacity<br>- Adaptive intelligent charging<br>- Tablet/Chromebook/Laptop up to 15"<br>- Patented Cable Management<br>- Adjustable Dividers<br>Slot size:<br>H = 27cm (10.63")<br>W = 3.6 cm (1.42")<br>D = 40cm (15.75") | 1,030.00 | 2,060.00 |
|---|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|----------|

**Sale Amount:** 20,310.00

**Freight:** 0.00

**Sales Tax:** 0.00

**Total Amount:** 20,310.00

**Terms And Conditions:**

Prices reflect a 3% discount for cash/check payment. Credit card payment is accepted without discount. This quote is confidential and is to be viewed solely by individuals within the organization to whom it is addressed. Unauthorized distribution or disclosure of the contents of this quote is prohibited. If you are not from the organization addressed, please notify us immediately so we can prepare a quote specific to you. Prices and availability may change without notice prior to the quote expiration date.

**Ordering:**

Please email purchase orders to [orders@fireflycomputers.com](mailto:orders@fireflycomputers.com) or fax orders to 612-392-2155

**Questions:**

If you have any questions regarding this quote, please feel free to contact your FireFly Account Manager listed above at your convenience. We pride ourselves on providing you a quick response.



**ORDERING INFORMATION**  
**GovConnection, Inc. DBA Connection**

**Please contact your account manager with any questions.**

**Ordering Address**  
GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Remittance Address**  
GovConnection, Inc.  
Box 536477  
Pittsburgh, PA 15253-5906

**Please reference the Contract # on all purchase orders.**

**TERMS & CONDITIONS**

|                           |                                     |
|---------------------------|-------------------------------------|
| Payment Terms:            | NET 30 (subject to approved credit) |
| FOB Point:                | DESTINATION (within Continental US) |
| Maximum Order Limitation: | NONE                                |
| FEIN:                     | 52-1837891                          |
| DUNS Number:              | 80-967-8782                         |
| CEC:                      | 80-068888K                          |
| Cage Code:                | OGTJ3                               |
| Business Size:            | LARGE                               |
| Erate Spin Number:        | 143026005                           |

WARRANTY: Manufacturer's Standard Commercial Warranty

NOTE: It is the end user's responsibility to review, understand and agree to the terms of any End User License Agreement (EULA).

*Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: [www.govconnection.com](http://www.govconnection.com) or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.*

If you require a hard copy invoice for your credit card order, please visit the link below and click on the Proof of Purchase/Invoice link on the left side of the page to print one: <https://www.govconnection.com/web/Shopping/ProofOfPurchase.htm>

**Please forward your Contract or Purchase Order to:**

**[SLEDOPS@connection.com](mailto:SLEDOPS@connection.com)**

**QUESTIONS: Call 800-800-0019**

**FAX: 603.683.0374**

## SALES QUOTE

GovConnection, Inc.  
732 Milford Road  
Merrimack, NH 03054

**Account Executive:** Jessica Sedgwick

**Phone:**

**Fax:**

**Email:**

**Account Manager:**

**Phone:**

**Fax:**

**Email:**

**# 25043898.01**

PLEASE REFER TO THE ABOVE  
QUOTE # WHEN ORDERING

**Date:** 7/13/2020

**Valid Through:** 8/12/2020

**Account #:**

**Customer Contact:** Travis Terrill  
**Email:** tterrill@kpslonghorns.org

**Phone:** (308) 235-4861  
**Fax:** (308) 235-3269

| QUOTE PROVIDED TO:                                                                                                | SHIP TO:                                                                                                                             |
|-------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| AB#: 9322598<br><b>KIMBALL PUBLIC SCHOOL DISTRICT</b><br>1000 E 6TH ST<br>KIMBALL, NE 69145<br><br>(308) 235-4861 | AB#: 10720756<br><b>KIMBALL PUBLIC SCHOOL DISTRICT</b><br>TRAVIS TERRILL<br>1000 E 6TH ST<br>KIMBALL, NE 69145<br><br>(308) 235-4861 |

| DELIVERY        | FOB         | SHIP VIA            | SHIP WEIGHT  | TERMS  | CONTRACT ID# |
|-----------------|-------------|---------------------|--------------|--------|--------------|
| 5-30 Days A/R/O | Destination | Heavy Weight Ground | 1,468.00 lbs | NET 30 |              |

Important Notice: --- THIS QUOTATION IS SUBJECT TO THE FOLLOWING Terms of Sale: All purchases from GovConnection, Inc. are subject to the Company's Standard Terms of Sale, which describe important legal rights and obligations. You may review the Company's Standard Terms of Sale on the Company's website: [www.govconnection.com](http://www.govconnection.com), or you may request a copy via fax, e-mail, or mail by calling your account representative. The only exception to this policy is if your order is being placed under any one of our many national, state, educational or cooperative Agreements, in which case the Terms and Conditions of your Purchase Order are already pre-negotiated and stated in that Agreement. No other Terms and Conditions shall apply and any other terms and conditions referenced or appearing in your Purchase Order are considered null and void. Please refer to our Quote Number in your order.

| * Line # | Qty | Item #   | Mfg. Part #    | Description                                                                                                                 | Mfg.                   | Price                        | Ext                 |
|----------|-----|----------|----------------|-----------------------------------------------------------------------------------------------------------------------------|------------------------|------------------------------|---------------------|
| 1        | 50  | 38178904 | 1A767UT#ABA    | Chromebook x360 11 G3 EE Celeron N4020 1.1GHz / 4GB / 32GB eMMC / ac / BT / WC / 11.6" HD MT / Chrome OS<br>HPI Chromebooks | HPI Chromebooks        | \$ 294.10                    | \$ 14,705.00        |
| 2        | 50  | 17454594 | UQ996E         | 3-year CarePack Pickup & Return w/ADP<br>ND Service<br>HPI PSG-Services                                                     | HPI PSG-Services       | \$ 75.33                     | \$ 3,766.50         |
| 3        | 50  | 17970425 | CROSSWDISEDU   | Acad. Google Chrome OS Management<br>Console License<br>Google                                                              | Google                 | \$ 23.90                     | \$ 1,195.00         |
| 4        |     |          |                |                                                                                                                             |                        |                              | \$ -                |
| 5        |     |          |                | The below carts are the same, but I can give you one a big discount:                                                        |                        |                              | \$ -                |
| 6        | 1   | 33650608 | T30CDB-P-AC-US | EVER Charging Cart AC for up to 30 devices, with 270 Degree Front Doors and Rear Door<br>Bretford Manufacturing             | Bretford Manufacturing | \$ 792.20                    | \$ 792.20           |
| 7        | 1   | 33650608 | T30CDB-P-AC-US | EVER Charging Cart AC for up to 30 devices, with 270 Degree Front Doors and Rear Door<br>Bretford Manufacturing             | Bretford Manufacturing | \$ 1,394.26                  | \$ 1,394.26         |
|          |     |          |                |                                                                                                                             |                        | <b>Subtotal</b>              | <b>\$ 21,852.96</b> |
|          |     |          |                |                                                                                                                             |                        | <b>Fee</b>                   | <b>\$ 0.00</b>      |
|          |     |          |                |                                                                                                                             |                        | <b>Shipping and Handling</b> | <b>\$ 0.00</b>      |
|          |     |          |                |                                                                                                                             |                        | <b>Tax</b>                   | <b>Exempt!</b>      |
|          |     |          |                |                                                                                                                             |                        | <b>Total</b>                 | <b>\$ 21,852.96</b> |



IT PRODUCTS TECHNOLOGY SOLUTIONS PEACE OF MIND®

ITSavvy LLC  
313 South Rohlwing Road  
Addison, IL 60101  
www.ITSavvy.com

| Quote Details    |             |
|------------------|-------------|
| Quote #:         | 3379476     |
| Date:            | 07/10/2020  |
| Payment Method:  | Net 30 Days |
| Client PO#:      |             |
| Cost Center:     |             |
| Shipping Method: | Ground      |

**Bill To:**

ACCT #: 555005  
Kimball Public Schools  
Kristy Hanks  
901 S. Nadine Street  
Kimball, NE 69145  
United States  
308-235-2188

**Ship To:**

Kimball Public Schools  
Travis Terrill  
901 S Nadine St  
Kimball, NE 69145-1632  
United States  
308-235-2188

**Client Contact:**

Travis Terrill  
(P) 308-235-2188  
terrill@kpslonghorns.org

**Client Executive:**

Brian Lombardi  
(P) 630.396.6303  
(F) 630.396.6322  
blombardi@ITSavvy.com

**Description:** HP Chromebook x360

| Item Description                                                                                                                                                                                                                                                          | Part #   | Tax | Qty | Unit Price | Total       |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|-----|-----|------------|-------------|
| 1 <b>HP Chromebook x360 11 G2</b><br>Education Edition - flip design - Celeron N4000 / 1.1 GHz - Chrome OS 64 - 4 GB RAM - 32 GB eMMC - 11.6" IPS touchscreen 1366 x 768 (HD) - UHD Graphics 600 - Wi-Fi, Bluetooth - kbd: US                                             | 21828398 | Y   | 50  | \$249.07   | \$12,453.50 |
| 2 <b>Electronic HP Care Pack Next Business Day Hardware Support with Accidental Damage Protection</b><br>Extended service agreement - parts and labor - 3 years - on-site - response time: NBD - for Chromebook 11 G8, 11A G8, 14 G6; Chromebook Enterprise 14 G6, 14A G5 | 14076038 | Y   | 50  | \$104.20   | \$5,210.00  |
| 3 <b>Chrome Education Upgrade</b><br>License - academic                                                                                                                                                                                                                   | 14974665 | Y   | 50  | \$25.00    | \$1,250.00  |
| 4 <b>AVerCharge X30i</b><br>Cart (charge only) for 30 tablets / notebooks - lockable - steel - screen size: up to 15" - output: AC 100-120 V                                                                                                                              | 21817824 | Y   | 2   | \$1,080.44 | \$2,160.88  |

| Fair Market Value |                   | \$1 Buy Out       |                   |
|-------------------|-------------------|-------------------|-------------------|
| 3 Year FMV / Year | 5 Year FMV / Year | 3 Year \$1 / Year | 5 Year \$1 / Year |
| \$7,025.25        | \$4,707.42        | \$7,666.13        | \$4,835.00        |

Lease prices listed above are estimates. They apply for Public School and Municipal Entities only. They are based upon individual credit review and approval. Your final rates will be determined after credit review.

Subtotal: \$21,074.38

Shipping: \$150.00

Tax: Exempt

**TOTAL: \$21,224.38**

\*Due to an oversized item a freight quote is required.

ITSavvy is always looking to deliver the lowest cost possible to our clients. This results in fluctuating prices that you will find are lower more often than not. However, prices are subject to increases without notice in the event of a manufacturer or distributor price increase. Available inventory is subject to change without notice. This document is a quotation only and is not an order or offer to sell.

We do accept credit cards for payment. However, if the credit card is provided after the order has been invoiced there will be a charge of 3% of the total purchase.

Unless specifically listed above, these prices do NOT include applicable taxes, insurance, shipping, delivery, setup fees, or any cables or cabling services or material.

All non-recurring services are 50% due upon signing of contract, 40% due upon delivery of equipment, balance due upon install.

ITSavvy's General Terms and Conditions of Sale, which can be found at [www.ITSavvy.com/termsandconditions](http://www.ITSavvy.com/termsandconditions), shall apply to and are incorporated into all agreements with Client, including all Orders.

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

Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

## CLASSIFIED PERSONNEL

### Classified Personnel

The primary role of classified personnel is to support and enhance the efforts of the certificated staff. The board of education provides for the following classified employees:

1. Transportation personnel
2. Clerical personnel
3. Custodial personnel
4. Food service personnel
5. Teacher Assistants

The number of employees in each supportive area shall be determined by the superintendent, with the assistance of his staff, who shall make recommendations to the board for approval.

All non-certificated employees are at will employees and all are positions and assignments which do not legally require an endorsement or certificate from the Nebraska Department of Education are on an at will basis. Nothing in board policy or administrative practices shall be intended to create or be a contract between the school district and the non-certificated employee.

The school district has the right to re-assign or terminate non-certificated employees at any time without cause, without prior disciplinary action, irrespective of the lack of any evaluation or the presence of any prior evaluation.

#### ■ Full –Time Employees

A full-time classified employee is one who works a minimum of 35 hours per week for twelve months per year at the same position.

#### ■ Employment

The employment of capable persons shall be the responsibility of the superintendent or his designee, who shall also be responsible for orientation, supervision, evaluation, retention, or release of classified personnel. Release of classified personnel should be done with two weeks notice from the superintendent or his/her designee.

### ■ Condition of Employment

Classified employees are subject to all applicable policies of the board and the administrative rules and regulations that may apply.

No acts of discrimination in hiring practices shall be made because of race, color, creed, religion, national origin, sex, or marital status. Assignment and duties shall be at the discretion of the superintendent or his/her designee.

The superintendent or his/her designee can transfer classified personnel according to his/her judgement.

### ■ Insurance

All employees are covered with workman's compensation insurance.

Clerical personnel, Custodial personnel, Food Service Director, Transportation Director, or other full-time employees who work at least 40 weeks per school year are eligible to participate in the district's health insurance program. The district will pay 100% of the cost of the district's single health insurance premium.

The Bookkeeper/School Board Secretary will receive a full family health insurance benefit provided by the school district.

### ■ Vacations

After the anniversary date of the first full year of employment, full-time classified employees will receive a paid vacation period of 40 hours. After the anniversary date of the second full year of employment and each year thereafter, the employee will receive a paid vacation period of 80 working hours. There is no carry-over or accumulation of unused vacation. Any unused vacation remaining from is paid out on the first payroll following the employee's anniversary date. Full-time classified employees that are salaried will have unused vacation paid out on the first payroll following the completion of their contract year. This vacation time must be approved by the superintendent or his/her designee.

### ■ Holidays

The following days are determined as paid holidays for full-time classified personnel.

1. New Years Day
2. Memorial Day
3. July 4<sup>th</sup>
4. Labor Day
5. Thanksgiving Day

6. Christmas Day
7. Additional days will be approved by Superintendent as deemed appropriate.

The following days are determined as paid holidays for secretarial staff who work an 8-hour position for 10 months.

1. New Years Day
2. Memorial Day
3. Labor Day
4. Thanksgiving Day
5. Christmas Day

#### ■ Evaluation

Each classified employee is to be evaluated in writing by an administrator or supervisor at least once a year.

#### ■ PTO (Paid Time Off)

All regular classified personnel shall be entitled to five (5) days of PTO and five (5) SICK days of leave each year. Any days not used in the current year can be accumulated up to 60 days in an individual sick leave account. At the beginning of each school year, each regular classified personnel will receive a report of the total number of days available.

PTO and Sick Leave may be used exclusive of each other. Each regular classified personnel may choose which leave fits their particular need. Regular classified personnel will complete leave reports provided by the school. Reports for use of sick leave shall be completed within 2 days after an absence for illness. PTO leave requires a request filed with their supervisor three days in advance except in the case of an emergency or special circumstance.

When sick leave is used, it may be taken for personal illness, illness for immediate family members and medical appointments. Immediate family members are defined as spouse, children, parents, and siblings.

Accumulated individual sick leave days are to be used for medical necessity only. The school district may ask for a doctor's report verifying medical necessity.

Accumulated individual sick days will be used in conjunction with the Family Medical Leave Act.

PTO leave used does not require a reason or explanation.

No more than two (2) consecutive school days of PTO may be taken at one time.

Any regular classified personnel retiring from the system shall be paid \$50 a day for sick days accumulated up to 60 days providing they have met the Nebraska State Rule of 85.

Regular classified personnel who have at the end of the current school year unused PTO remaining, the unused PTO will then convert to Sick Leave. After the conversion, any person who has more than 60 accumulated Sick Leave days will be compensated for half of the days over 60 days at the per diem rate of their base. For example a regular classified personnel who has 64 days at the end the school year will receive a per diem rate of their base multiplied by 2. Base for Classified employees would be their hourly rate of pay.

■ Bereavement Leave

All Classified employees may be granted bereavement leave at the discretion of the Superintendent.

■ Salary

The salary for Classified Employees will be recommended by the Superintendent of Schools and approved annually by the Board of Education. The Superintendent may begin an employees salary at the level he/she feels necessary. After one calendar or school year of employment Classified Employees will receive a longevity raise. Merit raises may be given once annually in a lump sum.

Adopted: August 8, 2005  
Revised: September 11, 2006  
October 14, 2013  
June 10, 2019

Community RelationsPersonnel - All Employees and StudentsAnti-discrimination**A. Elimination of Discrimination.**

The policy of [Name] Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

[Name] Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of [Name] Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

**B. Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** [Name] Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, [Name] Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational

environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of [Name] Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
 Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
 Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
 Section 504 of the Rehabilitation Act of 1973 (Section 504)  
 Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
 Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
 Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Kimball School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Kimball School District does not discriminate on the basis of race, color, national or ethnic origin, sex, disability, religion, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

Employees and Others: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 601 East 12<sup>th</sup> Street, Room 353 Kansas City, Missouri 64106 (800) 368-1019 (voice), FAX (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The Kimball School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If

the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged

discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant**. Periodic status updates will be given to the parties, if necessary.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.

- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **ten (10) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Remedies:**

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
- e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
  - i. Know the school's prohibition against discrimination, harassment, and retaliation.
  - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
  - iii. Understand how and to whom to report any incidents of discrimination.
  - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
  - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
- f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.

- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

**5. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an “education record” under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

**6. Training:**

The District will ensure that District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees. This training will include, at a minimum, the following areas:

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive additional specific training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**7. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

#### **8. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;  
Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.  
Neb. Rev. Stat. § 79-2,115, et seq

Adopted: August 8, 2011  
Revised: July 10, 2017  
Revised: May 13, 2019

StudentsAdmission RequirementsMinimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by

reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administration.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

#### Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which

meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

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.

#### Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

#### Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference:     Neb. Rev. Stat. Sections 43-2001 to 43-2012  
                              Neb. Rev. Stat. Sec. 79-214  
                              Neb. Rev. Stat. Sections 79-217 to 79-223  
                              Neb. Rev. Stat. Sec. 79-266.01  
                              173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption:     [Insert Date]

## STUDENT ADMISSIONS

### Students

#### Admission Requirements

##### Minimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board may admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child has demonstrated through a recognized assessment procedure approved by the School Board that the child is capable of carrying the work of kindergarten.

##### Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approve and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

#### Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

#### Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

#### Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenza type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.
- (6) Kimball Public Schools will follow the "Summary of the School Immunization Rules and Regulations" produced annually by the Department of Health and Human Services and posted at: <http://www.hhs.state.ne.us/reg/t173.htm>

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

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.

#### Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

#### Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference:     Neb. Rev. Stat. §§ 43-2001 to 43-2012  
                             Neb. Rev. Stat. § 79-214  
                             Neb. Rev. Stat. §§ 79-217 to 79-223  
                             Neb. Rev. Stat. § 79-266.01  
                             173 NAC Chapters 3 and 4 (HHS Regulations)

Adopted:     August 14, 2006  
Revised:     July 10, 2017  
                   August 12, 2019

## **FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS**

- 1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation**
- 2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict**
- 3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)**
- 4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)**
- 5. Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)**
- 6. Physical Examination or Visual Evaluation---Parent Objection Form**
- 7. Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)**
- 8. HHS Summary of the School Immunization Rules and Regulations**
- 9. Affidavit (For Child to Enroll Early in Kindergarten)**
- 10. Request for Non Disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters**
- 11. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information**

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—  
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION  
AND VISUAL EVALUATION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2008-2009 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Foundation for Children's Vision (NFCV), [nechildrensvision.org](http://nechildrensvision.org), 1633 Normandy Court, Suite A, Lincoln, NE 68512—Fax 402-476-6547—Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--  
FOR REASON OF RELIGIOUS CONFLICT  
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: \_\_\_\_\_.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

\_\_\_\_\_ Self, as I am the child and I am of the age of majority  
\_\_\_\_\_ As a legally authorized representative of the child based on (insert description of  
legal authority; e.g., parent or legal guardian):  
\_\_\_\_\_

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

\_\_\_\_\_ Conflict with the tenets and practice of a recognized religious denomination of  
which the child is an adherent or member; or  
\_\_\_\_\_ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold [Name] Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant

**STATE OF NEBRASKA**                    )  
                                                  )       **ss.**  
**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Legal Reference: Neb. Rev. Stat. sections 79-217 and 79-221; HHS Regulation 173 NAC 3]

**AFFIDAVIT**  
**Refusal of Immunization of Student for Religious Reasons**

State of Nebraska

SS.

County of

**This Affidavit is being submitted on behalf of**

---

(Name of Student)

(Birthdate of Student)

**If the student is of the age of majority:**

I, \_\_\_\_\_, of lawful age and being first duly sworn,  
(Name of Affiant/Student)  
depose and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

**If the student is a minor:**

I, \_\_\_\_\_, as legally authorized representative of  
(Name of Affiant)

, of lawful age and being first duly sworn,  
(Name of Student)  
depose, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

(Signature of Affiant)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public

**REFUSAL OF IMMUNIZATION  
For Medical Reasons**

**As the physician of:**

|                   |            |       |
|-------------------|------------|-------|
| Child's Last Name | First Name | Age   |
| Birth Date        | School     | Grade |

**A. I have elected to not immunize this student against the following disease(s): (check box\*)**

- ☐ Diphtheria
- ☐ Tetanus
- ☐ Pertussis
- ☐ Polio
- ☐ Measles (Rubeola)
- ☐ Mumps
- ☐ Rubella (German Measles)
- ☐ Hepatitis B
- ☐ Varicella (chickenpox)

**In my opinion, this/these immunization(s) would be injurious to the health and well-being of**

- ☐ The student
- ☐ A member of the student's household or family

Comments \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature of Physician      Date

\* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

## **Documentation of Varicella (Chickenpox) Disease**

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

---

(Name of child/student)

---

(Birth date of child/student)

I \_\_\_\_\_ verify that the above listed child/student  
Parent/Guardian/Medical Provider

had the varicella disease in \_\_\_\_\_ (year).

---

(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO  
PHYSICAL EXAMINATION OR VISUAL EVALUATION  
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in Kimball Public Schools, or who are transferring from out of state into any grade in Kimball Public Schools:

Child No. 1: \_\_\_\_\_  
Child No. 2: \_\_\_\_\_

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

I hereby object in writing to the:

\_\_\_\_\_ physical examination  
\_\_\_\_\_ visual evaluation  
(check one or both)

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

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

*[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]*



## Department of Health and Human Services

### Waiver of Physical Examination/Visual Evaluation Requirement

School Name (if desired)

*Note to Parent/Guardian: please complete and return to the school health office if you wish to have your child waived from these requirements as allowed by Nebraska law. If you have questions, please contact the school nurse or the school office. Thank you.*

|                                        |             |
|----------------------------------------|-------------|
| As a Parent/Guardian of - Student Name | Student ID# |
| School Name                            | Grade       |

I object to the following requirements for school entry as legislated in Nebraska Revised Statutes 79-214 and 79-220.

Check which apply:

- ☐ Physical examination by a licensed physician, physician assistant or advance nurse practitioner within six months prior to school entry. *(Applies to: Kindergarten or beginner grade, out of state transfers to any grade, and seventh grade).*
- ☐ Visual evaluation by a licensed physician, physician assistant, advanced nurse practitioner, or vision professional (optometrist or ophthalmologist) within six months prior to school entry. *(Applies to: Kindergarten or entry grade and out of state transfer to any grade).*

I understand that I may request information to assist me in receiving information about reduced-cost vision examination as required by NRS 79-220.

I understand provisions in the law allow me to waive the requirement for this examination by my signed statement.

SIGN HERE \_\_\_\_\_  
Signature of Parent/Guardian Date

Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Summary of the School Immunization Rules and Regulations  
For 2017-2018 School Year**

| Student Age Group                                                                                                                                      | Required Vaccines                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider                                                        | <p>4 doses of DTaP, DTP, or DT vaccine,<br/> 3 doses of Polio vaccine,<br/> 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, <b>*Hib not required after child reaches 5 yrs. of age</b><br/> 3 doses of pediatric Hepatitis B vaccine,<br/> 1 dose of MMR or MMRV given on or after 12 months of age,<br/> 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.<br/> 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. <b>*Pneumococcal not required after child reaches 5 yrs. of age.</b></p> |
| Students from Kindergarten through 12 <sup>th</sup> Grade, including all transfer students from outside the State of Nebraska and any foreign students | <p>3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4<sup>th</sup> birthday,<br/> 3 doses of Polio vaccine,<br/> 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age.<br/> 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month,<br/> 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.</p>                                                       |
| Additionally, <b>for 7<sup>th</sup> Grade Only</b>                                                                                                     | 1 dose of Tdap (must contain Pertussis booster)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: <http://www.hhs.state.ne.us/reg/t173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)  
**Updated 1/25/2017**

**AFFIDAVIT**  
**(For Child to Enroll Early in Kindergarten)**

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

\_\_\_\_\_ the Child attended kindergarten in another jurisdiction in the current school year; or

\_\_\_\_\_ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

\_\_\_\_\_ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

**STATE OF NEBRASKA**                    )  
                                                          )  
**COUNTY OF** \_\_\_\_\_ )       **ss.**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Request For Non Disclosure  
Of High School Student Personal Information  
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of \_\_\_\_\_ (name of student), a high school student at Kimball Public Schools, not be released without prior parental consent to:

\_\_\_\_\_ institutions of higher education

\_\_\_\_\_ military recruiters

(check one, both, or none)

Signed by: \_\_\_\_ Student \_\_\_\_ Parent (Check One)

\_\_\_\_\_ Signature/Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

\_\_\_\_\_ City/State/Zip Code

*Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of Kimball Public Schools that the request for non-disclosure should or should not be made.*

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

### Complaint Form Discrimination, Harassment or Retaliation

The [Name] Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

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

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

(1) Description of the complaint: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_

\_\_\_\_\_.

(4) Confidentiality: I \_\_\_\_ do \_\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint):

\_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

[Type here]

[Type here]

502.13 - FORM

Received by: \_\_\_\_\_

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

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The [Name] Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The [Name] Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_-\_\_\_\_ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_-\_\_\_\_ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The [Name] Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial

investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the

alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal.

The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: [Insert Date]

**Complaint Form**  
**Discrimination, Harassment or Retaliation**

The Kimball School District does not discriminate on the basis of race, color, national or ethnic origin, sex, disability, veteran status, religion, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 404.03 and/or 502.13 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:

Students: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

Employees and Others: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

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

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.

\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint): \_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

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

Received by: \_\_\_\_\_

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

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
  - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to

school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

- 2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

- 3. Expulsion:

- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
  - d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- 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 described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

- 5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a

school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.

10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means

(a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device.” The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

For purposes of this policy, the term “dangerous weapon” includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student’s locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire

deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
- b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- e. Head wear including hats, caps, bandannas, and scarves.
- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).

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

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to

learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(iv) Use of Other Student to Take Test: Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

- (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
  - i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
  - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own

an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
- (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:

- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
- (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
- (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
  - (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
  - (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such

further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.
  - (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or

assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

- (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
  - (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.
- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or

the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.

11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Date of Adoption: [Insert Date]

StudentsStudent Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
- b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to

school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

- 2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

- 3. Expulsion:

- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a

personal injury to the student himself or herself, other students, school employees, or school volunteers.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
  - 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 described above.

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing is to be held and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
  - C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and

other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.

9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or

- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

- 1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire

deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
- b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- e. Head wear including hats, caps, bandannas, and scarves.
- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).

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

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration.

Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(iv) Use of Other Student to Take Test: Having another person take one's place for a test, or taking a test for

- another student, without the specific knowledge and permission of the instructor.
- (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
  - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

- (2) “Plagiarism” means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
    - (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
    - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
  - (3) “Contributing” to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy,

such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
  - (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
  - (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that

the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

- (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.
  - (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
  - (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
  2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
  2. Students in the hallway during class time must have a pass with them.
  3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
  4. Students are expected to bring all books and necessary materials to class. This includes study halls.
  5. Assignments for all classes are due as assigned by the teacher.
  6. Students are not to operate the mini-blinds or the windows.
  7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  8. Students are to be in their seats and ready for class on the tardy bell.

9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.  
The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

Legal Reference:      Neb. Rev. Stat. sections 79-254 to 79-296

Adopted:      August 11, 2008

Revised:      June 9, 2014  
                    June 10, 2019  
                    August 12, 2019

StudentsSearch and Seizures

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.
5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
6. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

## **STUDENTS**

504.13

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable. A personal safety or security device (such as a taser, mace or pepper spray) not previously approved by the Administration constitutes a “dangerous weapon.”
2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04 (firearms)

## **STUDENTS**

504.13

Date of Adoption: [Insert Date]

StudentsSearch and Seizures

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.
5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
6. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as practicable.
2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. § 28-1204.04 (firearms)

Date of Adoption: January 11, 2002

Reviewed: August 11, 2014

Revised & Replaced: June 10, 2019

### **Concussions: Return to Learn Protocol**

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of [Name] Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” (2nd Edition)<sup>1</sup> and accompanying Appendix,<sup>2</sup> as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student’s coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.

The District encourages full cooperation and support from both students and parents in each student’s return to learn protocol.

---

<sup>1</sup> <https://cdn.education.ne.gov/wp-content/uploads/2019/08/Return-to-Learn-Bridging-the-Gap-7.31.2019.pdf>

<sup>2</sup> <http://www.education.ne.gov/sped/birsst/Concussion%20Appendix%20final%20February%202014.pdf>

StudentHealthConcussions1. Training.

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams.

2. Education.

The Superintendent or designee shall require that concussion and brain injury information be provided on an annual basis to students and the students' parents or guardians prior to such students initiating practice or competition. The information provided to students and the students' parents or guardians shall include, but need not be limited to:

- a. the signs and symptoms of a concussion;
- b. the risks posed by sustaining a concussion; and
- c. the actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

3. Response to Concussions.

- a. Removal. A student who participates on a school athletic team shall be removed from a practice or game when he or she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school.
- b. Return-to-Play. A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury student shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed health care professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed health care professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

The coach or administration may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish conditions for return to participation that are more restrictive than those defined by the licensed health care professional if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed health care professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school is not required to determine or verify the individual's qualifications.

- c. Parent Notification. If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity per the preceding paragraph, the parent or guardian of the student shall be notified by the Superintendent or designee of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.
- d. Return to Learn. The Superintendent or designee shall develop a return to learn protocol for students who have sustained a concussion. The return to learn protocol shall recognize that students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

4. Responsibility of Coaches.

Coaches shall comply with this policy and apply their safety and injury prevention training. A coach who fails to do is subject to disciplinary action, including but not limited to termination of employment.

5. Students and Parents.

It is recognized that coaches cannot be aware of every incident in which a student has symptoms of a possible concussion or brain injury. As such, students and their parents have a responsibility to honestly report symptoms of a possible concussion or brain injury to the student's coaches on a timely basis.

**Concussions: Return to Learn Protocol**

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Kimball Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,”<sup>a</sup> and accompanying Appendix,<sup>b</sup> as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Legal Reference:      Laws 2011, LB 260

Adopted:      August 8, 2011

Revised:      July 14, 2014

---

<sup>a</sup> <http://www.education.ne.gov/sped/birsst/BRIDGING%20THE%20GAP%20February%202014%20final.pdf>.

<sup>b</sup> <http://www.education.ne.gov/sped/birsst/Concussion%20Appendix%20final%20February%202014.pdf>.

InstructionCeremonies, Observances, and the Pledge of Allegiance

Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the Superintendent on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session. In addition, appropriate exercises may be held for Flag Day and State Fire Day.

The flags of the United States of America and the State of Nebraska shall be prominently displayed on the school grounds on each day such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Each of the District's schools shall establish a period of time during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student participation in the recitation of the Pledge of Allegiance shall be voluntary. Students not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

Legal Reference: Neb. Rev. Stat. Sections 79-705; 79-707, 79-708, 79-724; and NDE Rule 10  
70 Federal Register 55507 (Constitution Day)

Date of Adoption: [Insert Date]

InstructionCeremonies, Observances, and the Pledge of Allegiance

Appropriate exercises may be held for the following: Veterans' Day, Martin Luther King Day, Presidents' Day, Flag Day, Memorial Day, and State Fire Day (the Friday before the Fire Recognition Day, which is the second Saturday in May). An educational program on the United States Constitution shall be held on September 17 every year, or in the preceding or following week if September 17 falls on a weekend or a holiday.

The flags of the United States of America and the State of Nebraska shall be prominently displayed on the school grounds on each day such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Each of the District's schools shall establish a period of time during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student participation in the recitation of the Pledge of Allegiance shall be voluntary. Students not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

Legal Reference: Neb. Rev. Stat. § 79-705; § 79-707 and 79-708; NDE Rule 10  
70 Federal Register 55507 (Constitution Day)

Adopted: August 14, 2006  
Revised: October 8, 2012  
Reviewed: May 11, 2015

StudentsSafe Pupil Transportation Plan**[Name] Public Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in vehicles on regular routes assigned through the district transportation plan.

1. **Weapons.** Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to contact from a cell phone (after parking on a shoulder or otherwise not moving) or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
  - B. Pull vehicle over to safe and secure area.
  - C. Confiscate weapon (if doing so does not jeopardize student or driver safety).
  - D. Give description of weapon and participating parties to dispatch.
  - E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
2. **Pupil behavior.** Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:
    - A. First seek to resolve incident through discussion with the student(s) involved.
    - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
    - C. Activate emergency flashers.

- D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
  - E. Report and document discipline problems to the school administrator. Use a Bus Conduct Report/Incident Form, if available.
3. **Terrorist threats.** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
  - B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
  - C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  - D. Driver should wait for instructions from dispatch *if possible*.
4. **Severe weather.** Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Return to the school if less than five minutes away and follow the directions of the school administrator.
  - C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
  - D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
  - E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.
5. **Hazardous materials and Unattended Items.** Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Pull vehicle over to safe and secure area.
  - C. Give description of hazardous materials in question to dispatch.
  - D. Dispatch will immediately notify appropriate law enforcement and school administration.
  - E. Driver should wait for instructions from dispatch *if possible*.

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver's attention to the task of operating the vehicle.

6. **Medical emergencies.** Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:
  - A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
  - B. Dispatch will immediately notify appropriate medical agencies and school administration.
  - C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
  - D. *Only if necessary*, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
  - E. Driver should try to keep student passengers as calm as possible.
7. **Procedures in the event of mechanical breakdowns of the vehicle.** Upon becoming aware of a mechanical breakdown aboard a vehicle, the driver will make every attempt to:
  - A. Pull vehicle over to safe and secure area *if possible*.
  - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
  - D. Driver should try to keep student passengers as calm as possible.
  - E. Dispatch will arrange for assistance and a relief vehicle *if needed*.
8. **Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:
  - A. Contact or otherwise communicate with dispatch to notify them of the situation *if possible*.

- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
  - C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.
9. **Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.
10. **Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.
11. **Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.
12. **Vehicle drivers of small vehicles on activity trips.** The District will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The District's director of transportation may provide additional guidance for drivers of small vehicles to increase student safety.
13. **Student Instruction.** At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.
14. **Driver Capacity.** To confirm a driver has the ability to conduct daily tasks and emergency evacuations, drivers must: (a) pass a prescribed physical examination administered by a Certified Medical Examiner at least every two years and provide the employer with a copy of the medical certificate; (b) pass a transportation screening every year; (c) participate in required in-service training which includes emergency evacuation

training; and (d) if required, to have a Commercial Driver's License (CDL) to operate the vehicle, participate in the drug and alcohol testing program as required by federal law. Should a driver have a medical concern throughout the year, the Superintendent or Superintendent's designee will work with the driver to confirm a drivers' ability to conduct the daily tasks and emergency evacuations prior to transporting students.

Legal Reference: Neb. Rev. Stat. Sec. 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapters 91 and 92

Date of Adoption: [Insert Date]

StudentsSafe Pupil Transportation Plan**Kimball Public Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in vehicles on regular routes assigned through the district transportation plan.

1. **Weapons-** Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to contact from a cell phone (after parking on a shoulder or otherwise not moving) or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
- B. Pull vehicle over to safe and secure area.
- C. Confiscate weapon (if doing so does not jeopardize student or driver safety).
- D. Give description of weapon and participating parties to dispatch.
- E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.

2. **Pupil behavior-** Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:

- A. First seek to resolve incident through discussion with the student(s) involved.
- B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- C. Activate emergency flashers.
- D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.

- E. Report and document discipline problems to the school administrator. Use a Bus Conduct Report/Incident Form, if available.

**3. Terrorist threats-** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
- B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
- C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
- D. Driver should wait for instructions from dispatch *if possible*.

**4. Severe weather-** Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- B. Return to the school if less than five minutes away and follow the directions of the school administrator.
- C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
- D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
- E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.

**5. Hazardous materials and Unattended Items-** Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- B. Pull vehicle over to safe and secure area.
- C. Give description of hazardous materials in question to dispatch.
- D. Dispatch will immediately notify appropriate law enforcement and school administration.
- E. Driver should wait for instructions from dispatch *if possible*.

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver's attention to the task of operating the vehicle.

**6. Medical emergencies-** Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
- B. Dispatch will immediately notify appropriate medical agencies and school administration.
- C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
- D. *Only if necessary*, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
- E. Driver should try to keep student passengers as calm as possible.

**7. Procedures in the event of mechanical breakdowns of the vehicle-** Upon becoming aware of a mechanical breakdown aboard a vehicle, the driver will make every attempt to:

- A. Pull vehicle over to safe and secure area *if possible*.
- B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
- D. Driver should try to keep student passengers as calm as possible.
- E. Dispatch will arrange for assistance and a relief vehicle *if needed*.

**8. Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:

- A. Contact or otherwise communicate with dispatch to notify them of the situation *if possible*.
- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.

- C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.

**9. Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.

**10. Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.

**11. Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.

**12. Vehicle drivers of small vehicles on activity trips.** The District will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The District's director of transportation may provide additional guidance for drivers of small vehicles to increase student safety.

**13. Student Instruction.** At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.

**14. Driver Capacity.** To confirm a driver has the ability to conduct daily tasks and emergency evacuations, drivers must: (a) pass a prescribed physical examination administered by a Certified Medical Examiner at least every two years and provide the employer with a copy of the medical certificate; (b) pass a transportation screening every year; (c) participate in required in-service training which includes emergency evacuation training; and (d) if required, to have a Commercial Driver's License (CDL) to operate the vehicle, participate in the drug and alcohol testing program as required by federal law. Should a driver have a medical concern throughout the year, the Superintendent or Superintendent's designee will work with the driver to confirm a drivers' ability to conduct the daily tasks and emergency evacuations prior to transporting students.

Legal Reference: Neb. Rev. Stat. §§ 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapters 91 and 92

Adopted: June 21, 2004  
Revised: January 9, 2017  
August 12, 2019

Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the School District by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Date of Adoption: [Insert Date]

Communication with the Public - - Annual Report

It is the desire of the board that two-way channels of communication be kept open at all times between the school system and the district patrons. The board will continuously attempt to create and maintain schools that reflect the public's wishes that are within district goals and the regulations and laws governing schools in the state.

To achieve the goal of open communications between the schools and the patrons, the board authorizes the superintendent of schools:

1. To prepare or guide the preparations of informational materials including newsletters, articles for periodicals, newspapers and/or radio releases, special pamphlets and other assigned material as may become necessary or desirable to disclose, and to maintain close liaison with mass media and publicity organizations.
2. To organize or assist in development of speakers' bureaus and speaking engagements with civic/community groups.
3. To provide staff members with assistance and materials for working with educational meetings held locally, including the preparation of such appropriate materials.
4. To assist in coordinating work with civic and other community groups which may from time to time work jointly with the school on activities or projects.
5. To annually prepare and distribute to the board and the general public a written report that includes the information as required for inclusion in Rule 10 of the Department of Education.

Adopted: February 14, 2000

Reviewed: May 11, 2017

Personnel - Certificated EmployeesStandards of Ethical and Professional Performance – Certificated Staff

Both the State of Nebraska and the Board of Education recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education and expects all certificated employees to abide by these standards.

Certificated Personnel-Professional Performance and Code of Ethics

It is the expectation of this District that all certificated staff shall comply with the ethics standards set forth by the Nebraska Department of Education, as such standards may be modified from time to time. The ethics standards which certificated staff shall follow shall include the standards set forth in this policy. References to “educator” shall include all certificated employees of the District.

**Preamble**

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for all educators with respect to ethical and professional conduct.

**Principle I - Commitment as a Professional Educator:**

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.

2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

#### **Principle II - Commitment to the Student:**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.

3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

**Principle III - Commitment to the Public:**

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

**In fulfillment of the obligation to the public, the educator:**

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. Shall, with reasonable diligence, attend to the duties of his or her professional position.

**Principle IV - Commitment to the Profession:**

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

**In fulfillment of the obligation to the profession, the educator:**

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

**Principle V - Commitment to Professional Employment Practices:**

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

**In fulfillment of the obligation to professional employment practices, the educator:**

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct professional business through designated procedures, when available, that have been approved by the Board of Education.
5. Shall not assign to unqualified personnel tasks for which an educator is responsible.
6. Shall permit no commercial or personal exploitation of his or her professional position.
7. Shall use time on duty and leave time for the purpose for which intended.

Legal Reference: Neb. Rev. Stat. Sections 79-859, 79-866; 92 NAC 27 (NDE Rule 27)

Date of Adoption: [Insert Date]

PersonnelStandards of Performance for Classified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.
11. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
12. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
13. Shall seek no reprisal against any individual who has reported a violation of these standards.

Date of Adoption: [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

It is the policy of [Name] Public Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Date of Adoption: [Insert Date]

## Students

### Extracurricular Activity

#### **Section 1 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 provide 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 which 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.

## **Section 2 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, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, 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 or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under

the general student code of conduct. 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 (including personal safety or security devices, such as tasers, mace and pepper spray, unless a District administrator gives prior approval) 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. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended

to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency.
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 [Name] Public Schools 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 validity of the reason will be determined by the coach or sponsor. 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 in writing.
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; and
- (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 or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days 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 counselor 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 limited 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 consecutive 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. 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 can not 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.

### **Section 3      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 the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

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.

**Section 4 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 must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. Maintain passing grades in all courses. A student who is not passing one or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes.
3. Maintain an overall “C” average to participate in extracurricular activities, except school dances.
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.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296

Date of Adoption: [Insert Date]

InstructionEqual Opportunity: Instruction Program

The school district pledges itself to avoid discriminatory actions, and seeks to foster good human and educational relations which help to attain:

1. Equal rights and opportunities for students and employees in the school community.
2. Equal opportunity for all students to participate in the instructional program of the schools.
3. Continual study and development of curricula toward improving human relations and understanding and appreciating cultural differences.
4. Frequent training opportunities for improving staff responsiveness to educational and social needs.
5. Opportunities in educational programs which are broadly available to pupils which are not solely based upon sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

Date of Adoption: [Insert Date]

InstructionClassroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Date of Adoption: [Insert Date]

Business OperationsRecords Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
  - a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
  - b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
    - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees

sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
  - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. Electronic Storage Limitations. The district's computer systems have storage limitations. E-mails are deleted by the computer system within 60 to 90 days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. Proper Use of Electronic Messages.
- i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status; promote sexual harassment; or to promote personal, political, or religious business or beliefs.
  - ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging

is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

- iii. Conduct. Employees shall not read electronic messages received by another employee when there is no school purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
- iv. Other Regulations. Electronic messaging is subject to all requirements of the school district's "Acceptable Use of Computers, Network, Internet and Websites" policy and may be monitored and accessed at any time without prior notice. The school district has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

#### 4. Electronic Records

All books, papers, documents, reports, and records kept by the District may be retained as electronic records. Minutes of the meetings of the school board may be kept as an electronic record.

#### 5. Litigation Holds

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

6. Settlement Agreements

A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference: Neb. Rev. Stat. Sections 84-712 through 84-712.09  
Neb. Rev. Stat. Sections 84-1201 to 84-1227  
Laws 2010, LB 742  
State Records Administrator Guidelines:  
Schedule 10: Records of Local School Districts (Feb. 1989)  
Schedule 24: Local Agencies General Records (March 2005)  
Electronic Imaging Guidelines (March 2003)

Date of Adoption: [Insert Date]

New Construction and Improvements to Existing BuildingsDesign-Build Under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.

1. ***Introduction:*** The School District is authorized to enter into Design-Build Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the “Act”). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Design-Build Contract and the general terms of such contract.

2. ***Terms Defined:***

A. “Design-Build Contract” means a contract developed under the terms and conditions of this policy which is subject to qualification-based selection between the School District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a construction project pursuant to the Act, and (b) labor, materials, supplies, equipment, and construction services for a construction project pursuant to the Act.

B. “Design-Builder” means the legal entity which proposes to enter into a Design-Build Contract pursuant to the Act and this policy.

C. “Letter of Interest” means a statement indicating interest to enter into a Design-Build Contract for a project pursuant to the Act and this policy.

D. “Performance-Criteria Developer” means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Sections 81-3401 et seq., who is selected by the School District to assist the School District in the development of Construction Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a Design-Build Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the School District to represent its interests in relation to a construction project.

E. “Project Performance Criteria” means the performance requirements of the construction project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the construction project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the construction project.

F. “Proposal” means an offer in response to a Request for Proposals by a Design-Builder to enter into a Design-Build Contract for a School District construction project pursuant to the Act and this policy.

G. “Qualification-Based Selection Process” means a process of selecting a Design-Builder based first on the qualifications of the Design-Builder and then on the Design-Builder’s proposed approach to the design and construction of the School District construction project.

H. “Request for Letters of Interest” means the documentation or publication by which the School District solicits Letters of Interest.

I. “Request for Proposals” means the documentation by which the School District solicits Design-Builder Proposals.

3. ***Board Selection of Design-Build Method and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Design-Build under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the Performance-Criteria Developer retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Procedures for Selecting and Hiring a Performance-Criteria Developer:*** Prior to proceeding with any School District construction project using the Design-Builder method under the Act, the School District shall retain the services of a Performance-Criteria Developer under the following procedures:

A. In the event that the estimated fee for the professional services of a Performance-Criteria Developer is less than Forty Thousand Dollars (\$40,000), the School District shall informally solicit proposals or statements of qualifications from persons licensed or organizations issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., and select a Performance-Criteria Developer that, in the sole opinion of the School District, is best suited to the specific School District construction project. The School District shall negotiate and enter into a written Performance-Criteria Developer contract with the selected person/firm.

B. In the event that the estimated fee for the professional services of a Performance-Criteria Developer exceeds Forty Thousand Dollars (\$40,000), the School District shall select a Performance-Criteria Developer based on the following procedures, which are to be consistent with the Nebraska Consultants’ Competitive Negotiation Act, Neb. Rev. Stat. Section 81-1700 et seq.

(1) Public notice of a request for qualifications for the position of Performance-Criteria Developer shall be given in a manner consistent with School District policy. In addition, known persons and/or firms engaged in the lawful practice of their profession who desire to provide professional services will be encouraged to submit a proposal or statement of qualifications.

(2) Proposals or statements of qualifications shall be objectively evaluated and discussions with qualified persons/firms shall be conducted regarding the person's/firm's qualifications, approach to the project, and ability to furnish the services of performance-criteria developer. If necessary, person(s)/firm(s) may be asked to provide public presentations.

(3) Qualified persons/firms shall be ranked in order of preference after considering such factors as (i) the ability of professional personnel, (ii) past performance, (iii) willingness to meet time and budget requirements, (iv) location, recent, current and projected workloads of the persons/firms, and (v) the volume of work previously awarded to the person/firm.

(4) The School District shall attempt to negotiate a Performance-Criteria Developer contract with the highest ranked qualified person/firm and may enter into a Performance-Criteria Developer contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the highest ranked person/firm, the [Name] Public School District may terminate negotiations with that person/firm. The [Name] Public School District may then undertake negotiations with the second highest ranked person/firm and may enter into a performance-criteria developer contract after negotiations. If the Board of Education is unable to negotiate a satisfactory contract with the second highest ranked person/firm, the Board may undertake negotiations with the third highest ranked person/firm, if any, and may enter into a performance-criteria developer contract after negotiations.

C. The procedures in subparagraphs A and B above shall include the requirement that the Performance-Criteria Developer (a) is a person licensed or an organization issued a certificate of authorization to practice architecture or engineering in the State of Nebraska pursuant to the Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., (b) is ineligible to be included as a provider of any services in a Proposal as a Design-Builder for the construction project on which it has acted as Performance-Criteria Developer, and (c) is not employed by or does not have a financial or other interest in a Design-Builder who will submit a Proposal.

D. The Procedure shall also provide that the Performance-Criteria Developer shall assist the School District in the development of project Performance Criteria, Letters of Interest, Requests for Proposals, evaluation of the Proposals, evaluation of design and construction under the Design-Build Contract to determine adherence to the Performance Criteria, and any additional services requested by the School District to represent its interests in relation to the construction project.

5. ***Procedures for the Preparation and Content of Request for Letters of Interest and Procedures and Standards to be Used to Prequalify Design-Build Candidates:*** The School District shall prepare and issue a Request for Letters of Interest for the position of Design-Builder under the Act and in accordance with this section and shall prequalify Design-Builders on the basis of Letter of Interest responses received from such firms submitted in accordance with this section.

A. The Request for Letters of Interest shall be (a) published in a newspaper of general circulation within the School District at least thirty (30) days prior to the deadline for receiving Letters of Interest and (b) sent by first-class mail to any Design-Builder upon request.

B. The Request for Letters of Interest shall include, at a minimum, a description the School District construction project in sufficient detail to permit a Design-Builder to submit a Letter of Interest, which may include a description of the scope and nature of the construction project, the project site, the schematic design (if any has been prepared), the preliminary project schedule and estimated budget.

C. Letters of Interest shall be reviewed by the School District, in consultation with the Performance-Criteria Developer. The School District will evaluate prospective Design-Builders based on the information submitted to the School District in the Letters of Interest.

D. The School District shall select as prequalified at least three (3) prospective Design-Builders who submitted Letters of Interest; provided that if only two (2) Design-Builders have submitted Letters of Interest, the School District shall select as prequalified at least two (2) prospective Design-Builders. The selected Design-Builders then shall be considered prequalified and eligible to receive a Request for Proposals.

6. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Design-Builder under the Act and in accordance with this section. The Request for Proposals shall be sent only to the prequalified Design-Builders. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

A. The Notice of the Request for Proposals.

B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.

C. These Policies adopted by the School District;

D. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget and other budget parameters.

E. The Project Performance Criteria.

F. Instructions to prospective Design-Builder firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:

(1) A description of the Design-Builder's project team and organization of such team;

(2) Fee proposal, if required by the School District as part of the Request for Proposals;

(3) A description of the limitations, if any, on expenses to be reimbursed;

(4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;

(5) A written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

(6) A written acknowledgement that the Design-Builder agrees to the following conditions:

(i) an architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

(ii) at the time of the design-build offering, the Design-Builder will furnish to the School District a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

(iii) the architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the School District;

(iv) a Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and (c) the rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act;

G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.

H. Proposal procedures, including:

(1) Questions and clarification or interpretations of the Proposal documents;

(2) Method of handling addenda to Proposal documents;

(3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Design-Builder, including General Conditions of the Contract for Construction. Such Agreement may set forth an initial determination of the manner by which the Design-Builder selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Design-Builder;

L. Insurance requirements, which shall provide that the Design-Builder shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Design-Builder from claims which may arise out of or result from the Design-Builder's operations under the contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and their respective employees, arising out of, or in connection with, the administration, evaluation, or

recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Design-Builder.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder firms must include all of the elements required by the Request for Proposals.

Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2908 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Sec. 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Sec. 13-2908, the School District shall refer the proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) The Performance-Criteria Developer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and
- (5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other interest in a Design-Builder who has a Proposal being evaluated and shall not be employed by the School District or the Performance-Criteria Developer.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

| No. | Evaluation Criteria                                                                                                                                          | Maximum Percent Value                |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1   | The financial resources of the Design-Builder to complete the project.                                                                                       | Ten percent (10%) of total points    |
| 2   | The ability of the proposed personnel of the Design-Builder to perform.                                                                                      | Thirty percent (30%) of total points |
| 3   | The character, integrity, reputation, judgment, experience, and efficiency of the Design-Builder.                                                            | Thirty percent (30%) of total points |
| 4   | The quality of performance on previous projects.                                                                                                             | Thirty percent (30%) of total points |
| 5   | The ability of the Design-Builder to perform within the time specified.                                                                                      | Thirty percent (30%) of total points |
| 6.  | The previous and existing compliance of the Design-Builder with laws relating to the contract.                                                               | Ten percent (10%) of total points    |
| 7.  | OPTIONAL – The ability and resources of the Design-Builder to recruit qualified contractors for the Project, including but not limited to local contractors. | Twenty percent (20%) of total points |
| 8.  | OPTIONAL – The Design-Builder’s proposed efforts schedule for the Project.                                                                                   | Twenty percent (20%) of total points |
|     | TOTAL (No more than 100%).                                                                                                                                   | 100%                                 |

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Design-Builder under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Design-Builder for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to perform the

services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the Selection Committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Design-Builder candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Design-Builder Contract Negotiations:***

A. The School District may only proceed to negotiate and enter into a Design-Build Contract if there are at least two (2) proposals from pre-qualified Design-Builders.

B. Negotiations with Highest Ranked Design-Builder: The School District shall attempt to negotiate a Design-Build Contract with the highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor.

C. Negotiations with Second Highest Ranked Design-Builder: If the School District is unable to negotiate a satisfactory contract with the highest ranked Design-Builder, the School District may terminate negotiations with that Design-Builder. The School District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the School District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a Design-Build Contract after negotiations.

D. Requirement of Execution of Written Contract: No contractual rights shall be created between the Design-Builder and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

E. Filing of Design-Build Contract: The School District shall file a copy of all Design-Build Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Design-Builder shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with Design-Build Candidates: If the School District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the School District may either revise the Request for Proposals and solicit new proposals or cancel the Request for Proposals process.

G. Modification of Design-Build Contract: A Design-Build Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Design-Builder to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

**10. *Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Design-Build Contract:***

A. Protest Relation to Solicitation:

(1) A Design-Builder seeking to protest the policies adopted by the Board of Education pursuant to the Act, and the form or content of the Request for Letters of Interest or the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Letters of Interest or the Request for Proposals, or any prequalification or pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Letters of Interest or Request for Proposals, as the case may be.

(2) A Design-Builder candidate seeking to protest the Letters of Interest or Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Letters of Interest or Proposal opening, as the case may be.

(3) A Design-Builder candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Design-Builder candidates must file such protest within seven (7) calendar days from the date the selection committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Design-Build Contract: A Design-Builder candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Design-Build Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Design-Build Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within Forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

**11. *Procedures for the Evaluation of Construction Under the Design-Build Contract by the Performance-Criteria Developer to Determine Adherence to the Performance Criteria:*** The Performance-Criteria Developer shall be the School District's representative for purposes of evaluating the design and construction under the Design-Build Contract to determine adherence by the Design-Builder to the Project Performance Criteria established for the project. The procedures to be followed by the School District, Performance-Criteria Developer and the Design-Builder for purposes of such evaluation shall be as follows:

A. The Performance-Criteria Developer shall review and evaluate the construction methods and materials, including any shop drawings and submittals, used by the Design-Builder to determine adherence with the Project Performance Criteria.

B. The Performance-Criteria Developer shall be a representative of and shall advise and consult with the School District during the performance of the Design-Build Contract by the Design-Builder. The Performance-Criteria Developer shall have authority to act on behalf of the School District with regard to any issue arising regarding the performance of the Design-Build Contract by the Design-Builder. The Design-Builder shall provide the Performance-Criteria Developer with copies of all construction documents, including, but not limited to, all plans and specifications, shop drawings, requests for information from contractors, and warranties for equipment and materials.

C. The Performance-Criteria Developer, as a representative of the School District shall visit the site at intervals appropriate to the stage of the Design-Build Contractor's operations, when services are needed or necessary, or as otherwise directed by the School District (1) to become familiar with and to keep the School District informed about the progress and quality of the portion of the work completed, (2) to guard the School District against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner establishing that the work, when fully completed, will be in accordance with the performance criteria for the project.

D. The Performance-Criteria Developer shall be responsible for the Performance-Criteria Developer's negligent acts or omissions and those of the Performance-Criteria Developer's personnel providing services, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Design-Builder, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work.

E. The Performance-Criteria Developer shall at all times have access to the work wherever it is in preparation or progress.

F. The School District shall endeavor to communicate with the Design-Builder through or in conjunction with the Performance-Criteria Developer about matters arising out of or relating to the project.

G. Upon issuance by the Design-Builder of a certificate of substantial completion, the Performance-Criteria Developer shall conduct a final inspection and evaluation of the project to confirm that all components of the work have been completed in accordance with the performance criteria established for the project.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.; Nebraska Consultants' Competitive Negotiation Act, Neb. Rev. Stat. Sec. 81-1701 et seq.; and Sec. 84-712

Date of Adoption: [Insert Date]

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. ***Introduction:*** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. ***Terms Defined:***

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. ***Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Duties of Architect and/or Engineer for the Project:*** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of

Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
  - (1) A description of the Construction Manager's project team and organization of such team;
  - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
  - (3) A description of the limitations, if any, on expenses to be reimbursed;
  - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
  - (1) Questions and clarification or interpretations of the Proposal documents;
  - (2) Method of handling addenda to Proposal documents;

(3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and

their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:***  
The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District

in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. Make-up of Selection Committee: The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and
- (5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. Members No Pecuniary Interest: A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other

interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

| No. | Evaluation Criteria                                                                                                                                                | Maximum Percent Value                |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| 1   | The financial resources of the Construction Manager to complete the project.                                                                                       | Ten percent (10%) of total points    |
| 2   | The ability of the proposed personnel of the Construction Manager to perform.                                                                                      | Thirty percent (30%) of total points |
| 3   | The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.                                                            | Thirty percent (30%) of total points |
| 4   | The quality of performance on previous projects.                                                                                                                   | Thirty percent (30%) of total points |
| 5   | The ability of the Construction Manager to perform within the time specified.                                                                                      | Thirty percent (30%) of total points |
| 6.  | The previous and existing compliance of the Construction Manager with laws relating to the contract.                                                               | Ten percent (10%) of total points    |
| 7.  | OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors. | Twenty percent (20%) of total points |
| 8.  | OPTIONAL – The Construction Manager's proposed efforts schedule for the Project.                                                                                   | Twenty percent (20%) of total points |
|     | TOTAL (No more than 100%).                                                                                                                                         | 100%                                 |

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to

perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. Negotiations with Second Highest Ranked Construction Manager: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that

Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. Filing of Construction Manager at Risk Contract: The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. Unsuccessful Negotiations with Construction Manager Candidates: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with any of the ranked Construction Managers, the School District may either revise the Request for Proposals and solicit new Proposals or cancel the Request for Proposals process.

F. Modification of Construction Manager at Risk Contract: A Construction Management at Risk Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Construction Manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

**10. *Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:***

A. Protest Relation to Solicitation:

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection

committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: [Insert Date]

# Kimball Public Schools Board of Education

Date Last Reviewed: May 11, 2020

|                 |                                                                                                                                          |
|-----------------|------------------------------------------------------------------------------------------------------------------------------------------|
| Monthly:        | Excuse Absent Members                                                                                                                    |
| Monthly:        | Approve Agenda                                                                                                                           |
| Monthly:        | Minutes                                                                                                                                  |
| Monthly:        | Bills                                                                                                                                    |
| Monthly:        | Treasurer's Report                                                                                                                       |
| Monthly:        | Board/Administrator Reports                                                                                                              |
| Monthly:        | Correspondence                                                                                                                           |
| Monthly:        | Accept Resignations                                                                                                                      |
| Monthly:        | Approve New Contracts                                                                                                                    |
| Monthly:        | Review Policies                                                                                                                          |
| Quarterly:      | Review Board Calendar: Jan, Apr, July, Oct                                                                                               |
| Quarterly:      | Review Board/Superintendent Goals: Feb, May, Aug, Nov                                                                                    |
| January:        | Election of Officers: President, Vice-President, Secretary, Treasurer                                                                    |
| January:        | Appointment of Committees: Americanism & Curriculum, Buildings & Grounds, Negotiations, Transportation, Finance, Technology, Scholarship |
| January:        | School Affiliates: Newspapers, Radio Stations                                                                                            |
| January:        | Financial Affiliates: Banks & Approval of Signatures for Officers, Superintendent & Business Mgr                                         |
| January:        | Appointment of Superintendent as District Rep for Federal Programs (Policy 302.01)                                                       |
| January:        | Approve Superintendent Contract (per Policy 302)                                                                                         |
| January:        | Annual Review of Code of Conduct/Code of Ethics                                                                                          |
| January:        | Annual Conflicts of Interest Signed by Board Members                                                                                     |
| January:        | NASB: Legislative Issues Conference                                                                                                      |
| January:        | Weed Control & Lawn Fertilizing Contracts                                                                                                |
| January (Late): | Board Work Session for Goal Planning with NASB                                                                                           |
| January (Late): | Building & Grounds Committee Meeting to Review & Set Priorities for Capital Projects Plan                                                |
| February:       | Approve Board Goals/Superintendent Goals                                                                                                 |
| February:       | Approve Capital Projects Plan                                                                                                            |
| February:       | NASA/NASB Education Forum                                                                                                                |
| February:       | Presidents Retreat (NASB)                                                                                                                |
| February:       | Cabinet Member Report: Director of Transportation & Maintenance                                                                          |
| March:          | Approve Annual School Calendar                                                                                                           |
| March:          | Choice Gas Program (C-Jump Interlocal/Local Options?)                                                                                    |
| March:          | NASB: Back to Basics/Spring Legal Workshop                                                                                               |
| March:          | Cabinet Member Report: Information Technology Director                                                                                   |
| March:          | Board Committee on American Civics: Semi-Annual Meeting                                                                                  |
| March/April:    | Approve Classified Salaries/Administrative Salaries/Substitute Pay                                                                       |
| March/April:    | Administrative Employment Contracts: Teacher Contracts after March 15th                                                                  |
| April:          | Scholarship Committee Selection of Recipients                                                                                            |
| April:          | NASB: Open Meetings Law Workshop                                                                                                         |

# Kimball Public Schools

## Board of Education

|                  |                                                                                            |
|------------------|--------------------------------------------------------------------------------------------|
| May:             | Approve Summer Activities                                                                  |
| May:             | Cabinet Member Report: Activities Director                                                 |
| June:            | NASB: School Law Seminar                                                                   |
| June:            | Distribute Handbooks: Parent-Student (Mary Lynch/High School), Faculty & Staff Handbook    |
| June:            | Approve Student Fee Structure/Lunch Fund Fee Structure/Activity Fees & Admission Prices    |
| June:            | Policy 1001.02 Parental Involvement (Hearing)                                              |
| June:            | Policy 501.06 Student Fees (Hearing)                                                       |
| June:            | Policy 501.07 Student Fees                                                                 |
| June:            | Policy 504.17 Anti-Bullying                                                                |
| June:            | Policy 602.01 Multi-Cultural Education                                                     |
| June:            | Policy 603.11 State Assessments                                                            |
| July:            | Acceptance of Handbooks: Parent-Student (Mary Lynch/High School), Faculty & Staff Handbook |
| August:          | Budget Work Session                                                                        |
| August:          | NASB: Area Membership Meetings                                                             |
| September:       | Budget Hearing/Adoption                                                                    |
| September:       | Special Hearing to Set Final Tax Request/Adoption of Final Tax Request                     |
| September:       | Resolution for County on Property Tax Request                                              |
| September:       | Approval of Capital Projects Plan                                                          |
| September:       | NASA/NASB Labor Relations Conference                                                       |
| October:         | Closed Session: Negotiation Strategies                                                     |
| October:         | Cabinet Member Report: Food Services Director                                              |
| October:         | Board Committee on American Civics: Semi-Annual Meeting                                    |
| November:        | Cabinet Member Report: Curriculum & Assessment Director                                    |
| November:        | Schedule NASB for January Board Workshop                                                   |
| November:        | Distribute Board Self-Assessment                                                           |
| November:        | Distribute Superintendent Evaluations                                                      |
| November:        | Annual Review of Safety & Security Plan                                                    |
| November:        | NASB: Annual State Education Conference: LaVista                                           |
| Nov/Dec/Jan/Feb: | Ratify Negotiated Agreement with KEA                                                       |
| December:        | Accept Annual Audit Report                                                                 |
| December:        | Review of Superintendent Evaluation & Negotiation of Proposed Contract                     |
| December:        | Review Board Self-Assessment                                                               |