

Board of Education Meeting  
Monday, June 15, 2026 7:30 PM

Elementary School Conference Room  
550 7th Street  
Syracuse, NE 68446-0520

## **Agenda**

1. Call to Order and Roll Call
2. Notice of Open Meeting Act- *A current copy of the Open Meetings Act is posted in the room and accessible to the public.*
3. Publication of Meeting
4. Excuse Absent Board Members
5. Approval of Agenda
6. Consent Agenda
  - 6.1. Treasurer's report
  - 6.2. Secretary report
  - 6.3. Expenditures
  - 6.4. Claims for payment
  - 6.5. Minutes of prior meeting(s)
7. Communications from the Public
8. Reports
  - 8.1. Superintendent
  - 8.2. Budget/Finance Committee
9. Discussion Items
  - 9.1. Policies for Review
10. Action Items
  - 10.1. Discuss, consider, and take action on updating policies.
  - 10.2. Discuss, consider and take action on student, activity, classified and teacher handbooks
  - 10.3. Discuss, consider, and take action on approving breakfast and lunch prices.  
Lunch will be \$3.35 for students in grades PK-3 and \$3.60 for students 4-  
12. Breakfast will be \$2.40 for all students. Milk will be \$.55.
  - 10.4. Discuss, consider, and take action on technology purchase.
11. Adjourn

## AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

I, Anjana Bhadoriya, of lawful age, being duly sworn upon oath depose and say that I am an agent of Column Software, PBC, duly appointed and authorized agent of the Publisher of Syracuse Journal Democrat, a publication that is a "legal newspaper" as that phrase is defined for the city of Nebraska City, for the County of Otoe, in the state of Nebraska, that this affidavit is Page 1 of 1 with the full text of the sworn-to notice set forth on the pages that follow, and that the attachment hereto contains the correct copy of what was published in said legal newspaper in consecutive issues on the following dates.

**Publication Dates:**

- Jun 5, 2026

**Notice ID:** BAjJSRrNM4WAtkrS95I8

**Notice Name:** Meeting Notice 06\_15\_26

**Publication Fee:** \$4.95

*Anjana Bhadoriya*

\_\_\_\_\_  
Agent

**VERIFICATION**

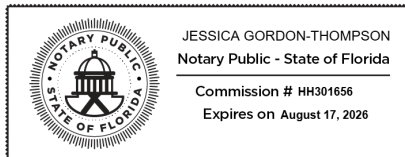
State of Florida  
County of Orange

Signed or attested before me on this: 06/05/2026

*J. Ra*

\_\_\_\_\_  
Notary Public

Notarized remotely online using communication technology via Proof.



**MEETING NOTICE**

School District #27 Board of Education will hold its regular monthly meeting Monday, June 15, 2026 at 7:30 pm in the Elementary School Conference Room. A continually current agenda is available for public inspection at the Superintendent's office.

Published in the Syracuse Journal Democrat on June 5, 2026.

4602200 ZNEZ

**SCHOOL DISTRICT #27**  
**REPORT OF THE SCHOOL TREASURER**  
**May 31, 2026**

**GENERAL FUND**

BEGINNING BALANCE		\$3,264,177.56
RECEIPTS		
TAXES	\$2,894,341.78	
INTEREST	\$13,055.88	
STATE OF NEBRASKA	\$364,730.44	
OTHER	\$1,265.20	
TOTAL	\$3,273,393.30	
DISBURSEMENTS		
PAYROLL/DEDUCTIONS	\$791,143.63	
OPERATING	\$337,280.18	
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$1,128,423.81	
FUND BALANCE		\$5,409,147.05
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-03	\$37,584.99
FIRSTBANK NEB SYRACUSE	ACCT # 671-750-05	\$4,045,226.75
COUNTRYSIDE BANK UNADILLA	ACCT # 00412-700	\$38,026.83
FIRSTBANK NEB SYRACUSE	CD# 5013262 & 5013924	\$1,059,919.70
RIVERSTONE BANK	CD# 76834	\$228,388.78
GENERAL FUND BALANCE	May 31, 2026	\$5,409,147.05

**BUILDING FUND**

BEGINNING BALANCE		\$2,118,978.71
RECEIPTS		
TAXES	\$288,777.56	
INTEREST	\$2,393.07	
TRANSFER FROM GEN FUND -03	\$0.00	
OTHER - SCOREBOARD ADS	\$5,625.00	
TOTAL	\$296,795.63	
DISBURSEMENTS		
TRANSFER -	\$0.00	
OTHER -	\$0.00	
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$0.00	
FUND BALANCE		\$2,415,774.34
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-01	\$4,888.04
FIRSTBANK NEB SYRACUSE	ACCT # 730-309-05	\$987,251.54
WESTERN NATIONAL BANK	CD #702816	\$649,508.83
FIRSTBANK NEB SYRACUSE	CD #5013963	\$774,125.93
BUILDING FUND BALANCE	May 31, 2026	\$2,415,774.34

**SCHOOL DISTRICT #27**  
**REPORT OF THE SCHOOL TREASURER**  
**May 31, 2026**

**DEPRECIATION FUND**

BEGINNING BALANCE		\$879,633.40
RECEIPTS		
TRANSFER FROM GEN FUND - 03	\$0.00	
INTEREST	\$1,467.66	
OTHER - TRANS	\$0.00	
TOTAL	\$1,467.66	\$1,467.66
DISBURSEMENTS		
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$0.00	\$0.00
FUND BALANCE		\$881,101.06
COUNTRYSIDE BANK UNADILLA	ACCT # 00548M297	\$881,101.06
	CD #	\$0.00
		\$0.00
		\$0.00
DEPR FUND BALANCE	May 31, 2026	\$881,101.06

**UNEMPLOYMENT FUND**

BEGINNING BALANCE		\$13,017.77
RECEIPTS		
TRANSFER FROM GEN FUND	\$0.00	
INTEREST	\$30.40	
TOTAL	\$30.40	\$30.40
DISBURSEMENTS		
OTHER - NE UC FUND	\$0.00	
TOTAL	\$0.00	\$0.00
FUND BALANCE		\$13,048.17
FIRSTBANK NEB SYRACUSE	ACCT # 731-612-05	\$13,048.17
UNEMPLOY FUND BALANCE	May 31, 2026	\$13,048.17

**BOND FUND**

BEGINNING BALANCE		\$597,635.61
RECEIPTS		
TAXES	\$213,008.18	
INTEREST	\$2,022.58	
OTHER -	\$0.00	
TOTAL	\$215,030.76	\$215,030.76
DISBURSEMENTS		
OTHER -	\$0.00	
OTHER -	\$0.00	
TOTAL	\$0.00	\$0.00
FUND BALANCE		\$812,666.37
FIRSTBANK NEB SYRACUSE	ACCT # 631-911-05	\$812,666.37
	CD #	\$0.00
BOND FUND BALANCE	May 31, 2026	\$812,666.37

**SCHOOL DISTRICT #27  
SECRETARY'S REPORT  
JUNE 15, 2026**

**GENERAL FUND**

Balance as of April 30, 2026	\$ 3,264,177.56
May receipts	<u>\$ 3,273,393.30</u>
Total amount available	\$ 6,537,570.86
May disbursements	<u>\$ 1,128,423.81</u>
Balance as of May 31, 2026	\$ 5,409,147.05

**SCHOOL LUNCH FUND**

Balance as of April 30, 2026	\$ 265,594.91
May receipts	<u>\$ 30,188.81</u>
Total amount available	\$ 295,783.72
May disbursements	<u>\$ 54,817.40</u>
Balance as of May 31, 2026	\$ 240,966.32

Bank Balance April 30, 2026	\$ 240,966.32
Outstanding receipts	<u>\$ -</u>
Total amount available	\$ 240,966.32
Outstanding disbursements	<u>\$ -</u>
Bank Balance April 30, 2026	\$ 240,966.32

**SCHOOL ACTIVITIES**

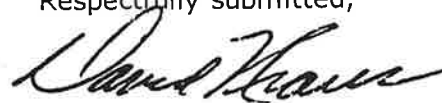
Balance as of April 30, 2026	\$ 51,266.66
May receipts	<u>\$ 13,301.70</u>
Total amount available	\$ 64,568.36
May disbursements	<u>\$ 35,349.56</u>
Balance as of May 31, 2026	\$ 29,218.80

**SDA REVOLVING**

Balance as of April 30, 2026	\$ 109,234.44
May receipts	<u>\$ 17,863.90</u>
Total amount available	\$ 127,098.34
May disbursements	<u>\$ 29,375.46</u>
Balance as of May 31, 2026	\$ 97,722.88

*Included		
FirstBank Nebraska Cking #03	37,552.55	37,584.99
FirstBank Nebraska MM #05	1,905,492.81	4,045,226.75
Countryside Bank Unadilla	38,055.79	38,026.83
FirstBank CD #5013262/5013924	1,056,272.03	1,059,919.70
Riverstone Bank CD #76834	<u>226,804.38</u>	<u>228,388.78</u>
	\$ 3,264,177.56	\$ 5,409,147.05

Respectfully submitted,



David Kraus, Superintendent

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 05/01/2026 to 05/31/2026.

Site ID	Site Name		Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance	
Group ID	Group Name	Activity ID	Activity Name					
<b>SHS</b>	<b>Syracuse High School</b>							
<b>A-1</b>	<b>Activity Accounts</b>							
		1000-1	JH STOP	3,993.87	0.00	30.00	0.00	3,963.87
		1001-1	ADMISSIONS	48,116.10	0.00	0.00	0.00	48,116.10
		1005-1	ADULT ATHLETIC PASSES	3,510.00	0.00	0.00	0.00	3,510.00
		1015-1	ART CLUB	2,516.03	0.00	-50.00	0.00	2,566.03
		1020-1	ATHLETIC BOOSTER CLUB	19,130.40	0.00	0.00	0.00	19,130.40
		1025-1	BAND	-989.82	512.00	0.00	0.00	-477.82
		1031-1	CIRCLE OF FRIENDS	884.10	0.00	104.99	0.00	779.11
		1065-1	DANCE TEAM	2,690.48	2,111.70	4,797.00	0.00	5.18
		1071-1	DAT	624.98	0.00	0.00	0.00	624.98
		1075-1	DISTRICT AUTISM TEAM	1,928.71	0.00	0.00	0.00	1,928.71
		1080-1	DRAMA	-2,739.39	0.00	0.00	0.00	-2,739.39
		1084-1	E-SPORTS	234.96	0.00	0.00	0.00	234.96
		1085-1	EL MUSIC PROGRAM	151.29	0.00	0.00	0.00	151.29
		1090-1	EL STUDY	2,791.32	0.00	0.00	0.00	2,791.32
		1095-1	EQUIPMENT (CONCESSIONS)	11,365.08	637.00	1,302.26	0.00	10,699.82
		1100-1	FBLA	5,189.86	5.00	4,675.06	0.00	519.80
		1110-1	FFA	9,334.53	256.00	1,772.94	0.00	7,817.59
		1120-1	FIELD TRIPS	13,944.62	1,849.00	3,367.98	0.00	12,425.64
		1125-1	FOREIGN LANGUAGE	0.00	0.00	0.00	0.00	0.00
		1130-1	HIGH ABILITY	195.57	0.00	0.00	0.00	195.57
		1135-1	HISTORY FAIR	502.75	1,164.00	0.00	0.00	1,666.75
		1140-1	HOMEROOM	2,289.36	0.00	0.00	0.00	2,289.36
		1145-1	HONOR SOCIETY	1,727.18	0.00	840.92	0.00	886.26
		1155-1	INTEREST	1,096.04	13.20	0.00	0.00	1,109.24
		1160-1	JH STUDENT COUNCIL	2,441.25	0.00	0.00	0.00	2,441.25
		1165-1	LIBRARY	5,957.46	26.00	56.20	0.00	5,927.26
		1170-1	LIFE SKILLS PETTY CASH	417.74	0.00	0.00	0.00	417.74
		1180-1	MS STUDY	1,766.90	0.00	0.00	0.00	1,766.90
		1181-1	MS MTSS	200.40	0.00	35.98	0.00	164.42
		1185-1	MUSIC BOOSTERS	2,572.68	0.00	41.87	4,805.04	7,335.85
		1190-1	MUSIC BOOSTERS TRIP FUND	24,644.26	775.00	0.00	-4,805.04	20,614.22
		1195-1	PHYSICAL EDUCATION	807.27	0.00	0.00	0.00	807.27
		1200-1	PICTURES	9,036.75	0.00	0.00	0.00	9,036.75
		1205-1	PLAYGROUND EQUIPMENT	2,341.30	0.00	0.00	0.00	2,341.30
		1210-1	QUIZ BOWL	6.98	0.00	0.00	0.00	6.98
		1215-1	READING PROGRAM	103.40	0.00	0.00	0.00	103.40
		1220-1	S CLUB	751.62	0.00	0.00	0.00	751.62
		1225-1	SCHOLARSHIPS	1,500.00	0.00	0.00	0.00	1,500.00
		1230-1	SDA PTO	21,252.10	486.00	2,578.15	495.56	19,655.51
		1235-1	SH ATHLETICS	-129,751.03	980.00	11,835.42	0.00	-140,606.45
		1236-1	FOOTBALL	363.00	0.00	0.00	0.00	363.00
		1240-1	SH STUDENT COUNCIL	6,875.69	0.00	77.95	0.00	6,797.74
		1245-1	SH STUDY	5,168.31	0.00	0.00	0.00	5,168.31

# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 05/01/2026 to 05/31/2026.

Site ID Group ID	Site Name Group Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
1250-1	SHOP	542.17	0.00	208.45	0.00	333.72
1255-1	SkillsUSA	1,196.67	0.00	54.93	0.00	1,141.74
1260-1	SOS (STUDENTS OF SERVICE)	2,809.19	0.00	0.00	0.00	2,809.19
1265-1	SPEECH	-2,004.75	152.00	0.00	0.00	-1,852.75
1270-1	STOP	2,106.33	0.00	0.00	0.00	2,106.33
1275-1	STUDENT ATHLETIC PASSES	13,310.00	0.00	0.00	0.00	13,310.00
1280-1	TEACHER SUPPLIES	7,300.66	0.00	0.00	0.00	7,300.66
1285-1	TITLE I	2,105.80	0.00	0.00	0.00	2,105.80
1290-1	VARSITY CHEERLEADERS	1,243.82	45.00	0.00	0.00	1,288.82
1295-1	YEARBOOK	-75,498.17	0.00	475.00	0.00	-75,973.17
1300-1	COUNSELOR FUND	125.00	0.00	0.00	0.00	125.00
1305-1	KINDNESS SQUAD	496.87	3,884.80	0.00	-495.56	3,886.11
1310-1	FFA- Otoe County Fair	707.68	405.00	0.00	0.00	1,112.68
1350-1	Rocket Cards	1,930.95	0.00	0.00	0.00	1,930.95
2014-1	CLASS OF 2024 (GRADUATED)	0.00	0.00	0.00	0.00	0.00
2021-1	CLASS OF 2026 (12th GRADE)	3,886.68	0.00	3,144.46	0.00	742.22
2022-1	CLASS OF 2027 (11th Grade)	3,781.21	0.00	0.00	0.00	3,781.21
2024-1	CLASS OF 2028 (10TH GRADE)	2,206.45	0.00	0.00	0.00	2,206.45
2025-1	CLASS OF 2029 (Freshmen)	76.00	0.00	0.00	0.00	76.00
<b>A-1 Totals:</b>		51,266.66	13,301.70	35,349.56	0.00	29,218.80
<b>SHS Activity Totals:</b>		51,266.66	13,301.70	35,349.56	0.00	29,218.80

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
SHS Checking:			13,301.70	35,349.56		
SHS Investment:						
SHS Bank Balances:	51,266.66		13,301.70	35,349.56	0.00	29,218.80

<b>Report Activity Totals:</b>	51,266.66	13,301.70	35,349.56	0.00	29,218.80
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# Current Cash Balance

Sorted by Site ID, Group ID, Activity ID; Filtered by Site.

From 05/01/2026 to 05/31/2026.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
<b>REV</b>	<b>Revolving Account</b>					
<b>R-1</b>	<b>Revolving Accounts</b>					
3295-2	GENERAL	-12,315.92	10,253.09	21,277.66	0.00	-23,340.49
3300-2	INSURANCE	-945.53	262.18	2,714.25	0.00	-3,397.60
3305-2	DRIVERS ED	800.00	0.00	0.00	0.00	800.00
3310-2	INTEREST	688.74	20.28	0.00	0.00	709.02
3315-2	WALTER JANSSEN SCHOLARSHI	0.00	0.00	0.00	0.00	0.00
3320-2	DUAL ENROLLMENT	36,880.21	6,283.15	5,383.55	0.00	37,779.81
3321-2	MISC	57,353.44	940.20	0.00	0.00	58,293.64
3322-2	TECHNOLOGY	26,773.50	105.00	0.00	0.00	26,878.50
<b>R-1 Totals:</b>		<b>109,234.44</b>	<b>17,863.90</b>	<b>29,375.46</b>	<b>0.00</b>	<b>97,722.88</b>
<b>REV Activity Totals:</b>		<b>109,234.44</b>	<b>17,863.90</b>	<b>29,375.46</b>	<b>0.00</b>	<b>97,722.88</b>

	Begin Balance	Transfers	Receipts	Disbursements	Adjustments	End Balance
REV Checking:			17,863.90	29,375.46		
REV Investment:						
<b>REV Bank Balances:</b>	<b>109,234.44</b>		<b>17,863.90</b>	<b>29,375.46</b>	<b>0.00</b>	<b>97,722.88</b>

<b>Report Activity Totals:</b>	<b>109,234.44</b>	<b>17,863.90</b>	<b>29,375.46</b>	<b>0.00</b>	<b>97,722.88</b>
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# Syracuse Public School

## Check Report

Begin Date: 06/01/2026; End Date: 06/30/2026; Accounting Cycle: FY 25-26; Check Type: Accounts Payable; Payee: [All]; Bank: First Bank of Nebraska; Account Expression: [All]; Show Detail by Voucher: Yes; Created On: 6/11/2026 5:10:21 PM

Check Date	Check Number	Payee	Type	Amount
06/15/2026		EFT Amazon Capital Services	Accounts Payable	\$16,281.02
06/15/2026		EFT Amazon E-Commerce	Accounts Payable	\$616.13
06/15/2026		EFT Magic-Wrighter, Inc.	Accounts Payable	\$34.95
06/15/2026	8620	2nd-Byte.com	Accounts Payable	\$7,175.00
06/15/2026	8621	A-1 Locksmith & Security Solutions	Accounts Payable	\$190.00
06/15/2026	8622	Acco Brands USA LLC	Accounts Payable	\$531.00
06/15/2026	8623	Advanced Fire & Safety, Inc.	Accounts Payable	\$956.25
06/15/2026	8624	Amplify Education, Inc.	Accounts Payable	\$1,547.00
06/15/2026	8625	Antes Family Hardware	Accounts Payable	\$144.46
06/15/2026	8626	ASI Systems, Inc.	Accounts Payable	\$380.00
06/15/2026	8627	ATS, LLC	Accounts Payable	\$29,397.00
06/15/2026	8628	Blick Art Materials	Accounts Payable	\$85.02
06/15/2026	8629	Breakout, Inc.	Accounts Payable	\$99.00
06/15/2026	8630	BVH Architecture	Accounts Payable	\$2,409.34
06/15/2026	8631	Callahan, Ashleigh L	Accounts Payable	\$200.00
06/15/2026	8632	Cass County Treasurer	Accounts Payable	\$100.00
06/15/2026	8633	City Of Syracuse	Accounts Payable	\$19,355.13
06/15/2026	8634	CNB Computers USA Inc.	Accounts Payable	\$5,491.00
06/15/2026	8635	Colorado/West Equipment, Inc.	Accounts Payable	\$103.86
06/15/2026	8636	Column Software, PBC	Accounts Payable	\$4.95
06/15/2026	8637	Cubby's Inc.	Accounts Payable	\$5,427.04
06/15/2026	8638	Culligan of Percival	Accounts Payable	\$151.55
06/15/2026	8639	Curriculum Associates	Accounts Payable	\$349.44
06/15/2026	8640	DAS State Acctg-Central Finance OCIO	Accounts Payable	\$635.74
06/15/2026	8641	Demco, Inc	Accounts Payable	\$631.95
06/15/2026	8642	Diversified Safety and Compliance LLC	Accounts Payable	\$236.00
06/15/2026	8643	Esu #4	Accounts Payable	\$5,339.10
06/15/2026	8644	ESU Coordinating Council	Accounts Payable	\$3,556.80
06/15/2026	8645	First Concord Group	Accounts Payable	\$232.50
06/15/2026	8646	Follett Content Solutions, LLC	Accounts Payable	\$4,077.47
06/15/2026	8647	Frontier Cooperative	Accounts Payable	\$264.28
06/15/2026	8648	Goebel, Jeremy	Accounts Payable	\$200.00
06/15/2026	8649	Harris School Solutions	Accounts Payable	\$1,593.28
06/15/2026	8650	Hayes Mechanical	Accounts Payable	\$10,338.71
06/15/2026	8651	Heitz, Samuel R	Accounts Payable	\$230.00
06/15/2026	8652	Heritage Water Services, Inc.	Accounts Payable	\$200.00
06/15/2026	8653	Hestermann, Jamie	Accounts Payable	\$15.50
06/15/2026	8654	Infobase	Accounts Payable	\$922.02
06/15/2026	8655	JW Pepper	Accounts Payable	\$34.50
06/15/2026	8656	Kendall Hunt Publishing Company	Accounts Payable	\$110.20
06/15/2026	8657	Krause, Heather M	Accounts Payable	\$200.00
06/15/2026	8658	Learning Without Tears	Accounts Payable	\$4,216.19
06/15/2026	8659	Menards - Lincoln South	Accounts Payable	\$42.82
06/15/2026	8660	Midwest Bus Parts, Inc.	Accounts Payable	\$900.45
06/15/2026	8661	NC Utilities	Accounts Payable	\$2,636.86
06/15/2026	8662	NCECBVI	Accounts Payable	\$17,352.40
06/15/2026	8663	NCS Pearson/Certiport	Accounts Payable	\$60.00
06/15/2026	8664	NCSA	Accounts Payable	\$920.00
06/15/2026	8665	Nebraska School Transportation Association	Accounts Payable	\$150.00
06/15/2026	8666	Nebraska State Fire Marshal Agency	Accounts Payable	\$360.00
06/15/2026	8667	One Source	Accounts Payable	\$9.00
06/15/2026	8668	Otoe County Treasurer	Accounts Payable	\$100.00
06/15/2026	8669	Papillion Sanitation	Accounts Payable	\$1,830.01
06/15/2026	8670	Phillips, Maryn E	Accounts Payable	\$200.00
06/15/2026	8671	Principal Life Insurance Company	Accounts Payable	\$1,739.48

06/15/2026	8672	ProQuest	Accounts Payable	\$2,316.97
06/15/2026	8673	Quill	Accounts Payable	\$182.69
06/15/2026	8674	Savvas Learning Company, LLC	Accounts Payable	\$9,826.80
06/15/2026	8675	Schindler Elevator Corporation	Accounts Payable	\$660.67
06/15/2026	8676	School Financial Services, LLC	Accounts Payable	\$1,900.00
06/15/2026	8677	School Library Journal	Accounts Payable	\$169.00
06/15/2026	8678	School Specialty	Accounts Payable	\$1,489.95
06/15/2026	8679	SDA Revolving	Accounts Payable	\$21,277.66
06/15/2026	8680	SDI Innovations	Accounts Payable	\$806.41
06/15/2026	8681	Seesaw Learning, Inc.	Accounts Payable	\$2,895.00
06/15/2026	8682	Segra	Accounts Payable	\$804.15
06/15/2026	8683	Staples Business Advantage	Accounts Payable	\$643.11
06/15/2026	8684	Super Duper Publications	Accounts Payable	\$547.64
06/15/2026	8685	Syracuse Area Health	Accounts Payable	\$4,259.45
06/15/2026	8686	Syracuse Fresh Market	Accounts Payable	\$15.96
06/15/2026	8687	Syracuse Motor Supply	Accounts Payable	\$17.99
06/15/2026	8688	Syracuse Post Office	Accounts Payable	\$116.00
06/15/2026	8689	Treasure Bay, Inc.	Accounts Payable	\$318.83
06/15/2026	8690	TruGreen and Action Pest Control	Accounts Payable	\$1,399.00
06/15/2026	8691	Ultimate Drill Book Inc.	Accounts Payable	\$1,176.00
06/15/2026	8692	Weathercraft Co. of Lincoln	Accounts Payable	\$237.58
06/15/2026	8693	Windstream	Accounts Payable	\$1,360.06
06/15/2026	8694	WJH Construction Co.	Accounts Payable	\$2,000.00
06/15/2026	8695	Zoller, Michelle L	Accounts Payable	\$458.01
<b>Sub Total</b>				<b>\$205,243.33</b>

Board of Education Meeting  
Monday, May 18, 2026 6:30 PM Central

Middle School Library  
1430 Education Drive  
Syracuse, NE 68446

Barry Janssen: Present  
Tyler Kreifels: Present  
Justin Stark: Present  
Amy Wemhoff: Present  
Brienne Wilhelm: Present  
Ed Zastera: Present

#### 1. Call to Order and Roll Call

2. Notice of Open Meeting Act- *A current copy of the Open Meetings Act is posted in the room and accessible to the public.*

#### 3. Publication of Meeting

#### 4. Excuse Absent Board Members

#### 5. Approval of Agenda

Motion to approve the agenda. This motion, made by Justin Stark and seconded by Tyler Kreifels, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brienne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

#### 6. Board Facility Tour of the Middle School

Discussion about middle school tour- thresholds and common areas may need attention. Annual flooring plan would be something to consider to stay on top of flooring at each building.

#### 7. Consent Agenda

Motion to approve the consent agenda. This motion, made by Brienne Wilhelm and seconded by Ed Zastera, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brienne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

##### 7.1. Treasurer's report

##### 7.2. Secretary report

##### 7.3. Expenditures

##### 7.4. Claims for payment

##### 7.5. Minutes of prior meeting(s)

#### 8. Communications from the Public

#### 9. Reports

##### 9.1. Superintendent

##### 9.2. Transportation/Facilities

## 10. Discussion Items

### 10.1. Policies for Review

### 10.2. Establish Future Community Engagement Dates

## 11. Action Items

### 11.1. Discuss, consider, and take action on updating policies.

Approval of Reviewed Board Policies. This motion, made by Ed Zastera and seconded by Brianne Wilhelm, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

### 11.2. Discuss, consider and take action on the adoption of the Nemaha NRD Hazard Mitigation Plan

Approve of the Resolution adopting the Nemaha NRD Hazard Mitigation Plan. This motion, made by Justin Stark and seconded by Amy Wemhoff, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

## 12. Adjourn

Motion to adjourn. This motion, made by Ed Zastera and seconded by Tyler Kreifels, Carried. Barry Janssen: Yea, Tyler Kreifels: Yea, Justin Stark: Yea, Amy Wemhoff: Yea, Brianne Wilhelm: Yea, Ed Zastera: Yea Yea: 6, Nay: 0

## **Superintendent Report**

### **Board of Education Meeting**

Location: Syracuse Elementary School

Time: 7:30 PM

1. BVH Community Engagement Meeting #2 – August 19, 7:00–8:30 PM (Middle School)
2. Working Meeting – August 10
3. School Law Conference – June 11 in Kearney
4. County valuation increases

## **SDA Budget Committee Meeting**

June 2, 2026

Committee Members Present: Justin Stark (chair), Amy Wemhoff, Barry Janssen

Other attendees: David Kraus, Roxy Schutz

75% through the budget year – currently below this with our spend on the general fund budget so that is good

Documents provided for the meeting:

- Draft Budget Statement for 2026-2027
- Early Retirement Summary
- Account Balances as of 6/1/26
- All Fund Balances Trend Summary
- 2025-2026 Budget Status Summary – comparison to last year YTD through May

### General Discussion

1. Key budget notes
  - a. Early retirement amount for 2025-2026 was significantly higher than the previous year; it will be less in 2026-2027 and projected even less the following year
  - b. YTD spending (through May) is \$8,923,286 which is 61% of our budget; spending is \$470,642 higher than the same time last year (about 5.5% increase); Instruction and Special Education are the two categories that are the major contributors to the increase
2. New budget planning software from School Financial Services (SFS) was purchased
  - a. Got it last week and Roxy started to enter information
  - b. This should provide better reporting that is easier for Roxy to provide
  - c. Have a 3-year agreement
3. Draft budget statement discussion
  - a. Total draft budget amount with all knowns to date = \$10,255,070
  - b. No major curriculum purchases will be planned this year
    - i. This is included in the Instruction category
  - c. We will be sending three special education students to Nebraska City next year which is an increase from this last year; the budget amount for this is about \$230,000; An IDEA grant is available to help with these costs
  - d. Minor maintenance improvements to our buildings were discussed (e.g. carpet replacements, fixing things in rooms, etc.)

- i. General fund includes some budget for this but building fund can also be used if they add up to something more major
- e. Rich provided a transportation plan that Mr. Kraus is still reviewing

Next meeting: August ??, 2026 @ ?? (working session with entire board so date/time to be coordinated with all board members)

Upcoming meetings and general goals for discussion

1. August – this meeting will be a budget workshop with the entire board
2. October – TBD
3. December – TBD

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are solely designated for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the Principal or designee.

Upon request, a professional employees' organization, as defined by state law, shall be granted reasonable access to the physical or electronic mailboxes of certificated employees for purposes consistent with state law and Board Policy. The Superintendent or designee may establish reasonable, content-neutral procedures governing the time, place, and manner of such access to ensure that school business is not disrupted and that the District maintains employee privacy. A professional employees' organization shall also be permitted to provide information to certificated employees, including at employee meetings or orientation sessions, subject to reasonable administrative scheduling and oversight.

Legal Reference: Neb. Rev. Stat. Sec. 79-526  
LB 429 (2026)

Date of Adoption: [Insert Date]

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Legal Reference: Neb. Rev. Stat. Sec. 79-526  
LB 429 (2026)

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. The purchasing limits or requirements set forth in this policy may be waived in the event of an emergency or time-sensitive purchase where delay would materially disrupt District operations, threaten health or safety, result in the loss of services, or cause financial harm. In such circumstances, the Superintendent shall obtain prior approval from the Board President when reasonably practicable, and the Board of Education may ratify such purchase at a subsequent meeting.
5. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or Superintendent shall be personally liable for payment for the supplies or equipment purchased.
6. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

7. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.
8. Notwithstanding anything to the contrary, no employee may enter into any agreement or understanding on behalf of the District that may financially benefit the employee, member of the employee's immediate family, or a business with which the employee is associated, unless the Board of Education approves such contract or arrangement in advance.

#### Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use. For purposes of this policy, "goods" shall mean tangible supplies, materials, or equipment, and "services" shall mean professional services, contractual services, subscriptions, software or technology services, maintenance agreements, or other ongoing or time-based services. Purchases of goods shall follow the thresholds and procedures set forth above. Purchases of services may be subject to additional flexibility as set forth below, particularly when continuity of service is required.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Service Contract Renewals

When the Board of Education has previously approved a service, program, or contractual relationship, the Superintendent or designee is authorized to approve the renewal, extension, or continuation of such service without prior Board approval when:

- i. The renewal is consistent with the scope, purpose, and general cost structure previously approved by the Board;
- ii. The renewal is necessary to avoid an interruption of services or to meet a contractual or service deadline that occurs prior to the next scheduled Board meeting; and
- iii. The total cost of the renewal does not materially exceed the previously approved amount or includes only standard or customary increases.

The Superintendent or designee shall report any renewal to the Board of Education at the next regular meeting for review and ratification.

If a proposed renewal includes a material change in scope, pricing, or contractual terms, the renewal shall be submitted to the Board of Education for approval prior to execution whenever reasonably practicable.

Legal Reference:     Neb. Rev. Stat. Sec. 13-610  
                          Neb. Rev. Stat. Sec. 49-1401, et seq

Date of Adoption:    [Insert Date]

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                                 Neb. Rev. Stat. Sec. 49-1401, et seq

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 Records, Messages, and Data. District records may be created, stored, and maintained in paper or electronic format. Electronic records may include, but are not limited to, (a) email and other electronic communications; (b) digital documents and databases; (c) audio and video recordings; and (d) cloud-based and third-party hosted data. Electronic communications, documentation, and data are District records when they relate to District business and will be retained in accordance with the applicable record retention schedules. Due to system storage limitations, certain categories of electronic data (such as surveillance video or system logs) may be retained for shorter periods than other records, unless required to be preserved by law or otherwise determined by the Superintendent or designee. The District will implement reasonable measures to ensure that electronic records remain accessible, retrievable, and secure for the duration of their required retention period. Employees are responsible for retaining records within their control when they are aware, or reasonably should be aware, that such records may be subject to a records request, audit, investigation, or possible litigation.
4. 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.

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. 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.

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.

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.

5. 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.

Legal Reference:   Neb. Rev. Stat. Sections 84-712 through 84-712.09  
                          Neb. Rev. Stat. Sections 84-1201 to 84-1227  
                          State Records Administrator Guidelines:  
                                  Schedule 10: Records of Local School Districts  
                                  Schedule 24: Local Agencies General Records

Date of Adoption:   [Insert Date]

## Business Operations

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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.~~
- 5.4. 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.

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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.

Legal Reference: Neb. Rev. Stat. Sections 84-712 through 84-712.09  
Neb. Rev. Stat. Sections 84-1201 to 84-1227

State Records Administrator Guidelines:

Schedule 10: Records of Local School Districts

Schedule 24: Local Agencies General Records

Date of Adoption: [Insert Date]

Personnel - Certificated Employees

## Voluntary Early Retirement

VOLUNTARY EARLY RETIREMENT BENEFIT  
(CERTIFIED STAFF ONLY, NOT TO INCLUDE ADMINISTRATORS)

- I. Eligibility for Early Retirement Benefit:
  - a. The plan is available to teachers who are eligible to receive unreduced benefits from the Nebraska School Employee Retirement System.
  - b. Teachers must have completed a total of 15 years of continuous service to the Syracuse-Dunbar-Avoca Public School District.
  - c. There shall be a period of eligibility, hereinafter referred to as a “window”, when eligible employees may elect to participate in this benefit plan. The window shall open on September 1 of the school year when the teacher is first eligible to receive unreduced benefits from the Nebraska School Employee Retirement System by virtue of age and years of creditable service in that system, and shall close on August 31 of the school year following initial eligibility. (For purposes of this voluntary early retirement benefit plan, school year shall mean September 1 through August 31.)
  - d. An application for the program shall be submitted to the Superintendent of Schools on or before January 15 of the school year the teacher intends to retire. Applications submitted after January 15 will be considered on an individual basis. Applications must be obtained from the office of the superintendent.
  - e. Teachers must submit a written resignation resigning from the existing contract.
  - f. The application for the early retirement benefit and the resignation will be approved by the Board of Education simultaneously, authorizing disbursement of the retirement benefit.
  - g. Any teacher who has received written notice of possible termination for reason other than reduction in force, or who has received written notice of possible cancellation, shall NOT be eligible and may NOT participate in this program, UNLESS after a hearing before the Board of Education, it is determined that said teacher’s contract shall not be canceled or terminated, or the decision of the Board of Education to terminate or cancel is subsequently set aside.  
  
A teacher who has received written notice of possible termination for reason of a reduction in force shall be eligible and may participate in this program if, but only if, said teacher expressly waives all rights to which he or she may be entitled under the reduction in force law.
  - h. Teachers employed by School District #27 may receive this voluntary early retirement benefit one time only.
- II. Voluntary Early Retirement Benefit:
  - a. The benefit shall be based upon the current teachers salary schedule in effect for the last year of employment for the retiring teacher.

- b. The benefit shall be based upon the difference between the salary schedule base, not including the negotiated stipend, and the placement of the teacher on the salary schedule, including the negotiated stipend. Extra-duty and extended contract pay will not be included. The benefit for part-time employees shall be prorated as determined by the average of full-time equivalence of the last ten (10) years of employment.
- c. Early retirement incentive pay has been determined to be taxable income for state and federal income tax purposes, and will be treated as such. It will be reported as a taxable retirement payment. Any required state or federal withholdings will be subtracted from each payment to the retiree.
- d. This plan shall be administered by the School District #27 Board of Education by and through the office of the superintendent of schools.

### III. Payment of Benefit:

~~a.—One-half of the retirement benefit shall be paid as cash on January 15 following the last year of employment. The other one-half will be paid one year later on January 15. (Example: A teacher retires effective August 31, 2007. If the base salary for that school year was \$26,050 and the placement of the teacher on the salary schedule called for a salary of \$50,285, including the negotiated stipend, the retirement benefit would be the difference between \$50,285 and \$26,050, or \$24,235. One-half of the early retirement benefit (\$12,117.50) would be paid on January 15, 2008; the other one-half of the early retirement benefit (\$12,117.50) would be paid on January 15, 2009).—~~

- a. One-half of the retirement benefit shall be paid during the month of January following the retiree's last year of employment. The remaining one-half shall be paid during the month of January of the following year. Payment dates may vary based upon district business operations, processing requirements, and financial institution procedures.

Example: If the base salary for the teacher's final year of employment was \$40,000 and the teacher's placement on the salary schedule called for a salary of \$60,000, including the negotiated stipend, the retirement benefit would be \$20,000. The benefit would be paid in two equal installments of \$10,000 each.

- b. In the event of the retiree's death during the early retirement incentive period, the balance of the early retirement benefit due will be paid in one lump sum to the retiree's beneficiary(ies) or estate. No interest will be paid by the district on any accumulated or unused retirement benefit.
- c. Other methods of disbursement of the benefit may be requested, but will be subject to the approval of the Board of Education.

### IV. Health Insurance:

- a. A teacher retiring under the provision of the Voluntary Early Retirement Plan shall be eligible to continue enrollment in the District's health insurance program until age 65, subject to the limitations of the health insurance carrier with premiums paid by the retiree.

### V. Source of Funds:

- a. The school district shall pay the entire cost of this plan.

### VI. Effective Date:

- a. The effective date of this voluntary early retirement benefit plan shall be September 1, 1999.

Policy Adopted 12/12/90  
 Policy Revised 3/16/98  
 Policy Revised 4/19/99  
 Policy Revised 12/17/01  
 Policy Revised 3/19/07  
 Policy Revised 3/21/11  
 Policy Reviewed August 2023  
 Reviewed: October 2024

SYRACUSE-DUNBAR-AVOCA SCHOOL DISTRICT  
 SYRACUSE, NEBRASKA

REQUEST FOR VOLUNTARY EARLY RETIREMENT

TO: Superintendent of Schools

FROM: \_\_\_\_\_

RE: Application for participation in the voluntary early retirement program

I hereby submit my formal application for participation in the voluntary early retirement program. This action is taken in accordance with all requirements of Board of Education Policy (Voluntary Early Retirement, Code No. 4144).

My resignation from my continuing contract with the District is attached and is made as part of this application. It is my understanding that my application and request for approval of resignation will be acted upon simultaneously by the Board of Education.

I understand that my retirement benefit will be made in two equal installments with the first payment being made ~~on~~ in January ~~15~~ following my last year of employment, and the second payment being made one year later ~~on~~ in January ~~15~~.

\_\_\_\_\_  
 (Signature) (Date)

**Computation of Early Retirement Benefit**

1. Date of Birth \_\_\_\_\_
2. Current contract salary, including negotiated stipend (not including extra-duty or extended contract pay) \$ \_\_\_\_\_
3. Current BA base salary, not including negotiated stipend \$ \_\_\_\_\_
4. Dollar figure from line 2 minus line 3 \$ \_\_\_\_\_
5. Average annual FTE for the past 10 service years X \_\_\_\_\_

6. Voluntary Early Retirement Benefit (line 4 X line 5) \$ \_\_\_\_\_

BOARD OF EDUCATION

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Superintendent of Schools

StudentsFull-time and Part-time EnrollmentFull-time Enrollment

Students must be enrolled in [Name] Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district, or admitted to the District pursuant to state law, and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in [Name] Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational

services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Subject to Paragraph D.9. of this Policy, students may not typically enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Part-time students participating in extracurricular activities shall meet the following enrollment requirements, consistent with state law:

(a) For activities regulated by an athletics or activities association (including the Nebraska School Activities Association), the student shall be enrolled in five credit hours offered by the District during each semester of participation. The student may elect to enroll in more than five credit hours.

(b) For activities governed by a national or state organization other than the NSAA, the student shall be enrolled in the minimum number of credit hours required by such organization. The student may elect to enroll in more than five credit hours.

(c) For activities not governed by the NSAA or a national or state organization, the student must enroll in at least five credit hours or the equivalent for middle school students.

Legal Reference: Neb. Rev. Stat. Sec. 79-215, 79-2,136 & 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in [Name] Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

#### Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district, or admitted to the District pursuant to state law, and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as “non-public school students.”

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in [Name] Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational

services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Subject to Paragraph D.9. of this Policy, students may not typically enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, ~~including as applicable State or District-wide assessments, as full-time students.~~
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. ~~Any student covered by this subsection must enroll in five credit hours through the District in the semester in which the student participates in an extracurricular activity.~~ There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Part-time students participating in extracurricular activities shall meet the following enrollment requirements, consistent with state law:

(a) For activities regulated by an athletics or activities association (including the Nebraska School Activities Association), the student shall be enrolled in five credit hours offered by the District during each semester of participation. The student may elect to enroll in more than five credit hours.

(b) For activities governed by a national or state organization other than the NSAA, the student shall be enrolled in the minimum number of credit hours required by such organization. The student may elect to enroll in more than five credit hours.

(c) For activities not governed by the NSAA or a national or state organization, the student must enroll in at least five credit hours or the equivalent for middle school students.

Legal Reference: Neb. Rev. Stat. Sec. 79-215, 79-2,136 & 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. Residents of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District;
2. Homeless students. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law;

3. Approved for option enrollment into the School District; or
4. Are otherwise legally entitled to enroll in the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

#### Restrictions on Transfer or Disenrollment During Certain Investigations

Notwithstanding any other provision of this policy, upon receipt of notice from the Department of Health and Human Services that a student is the subject of a report of child abuse or neglect involving the student's parent or guardian, the District shall not process or facilitate any request by such parent or guardian to transfer or disenroll the student for a period of 14 days following the District's receipt of the notice, or until the District receives further direction from DHHS, whichever occurs first. If the District receives a request to transfer or disenroll the student during this period by the parent or guardian, the District will promptly notify DHHS.

Legal Reference: Neb. Rev. Stat. Sec. 79-215 (residency and admission)  
Neb. Rev. Stat. Sec. 79-215 (children of military or federal employee parent)  
Neb. Rev. Stat. Sections 79-232 to 79-246 (option enrollment)  
42 U.S.C. § 11431 et. seq. (McKinney–Vento Homeless Assistance Act)  
NDE Rule 19  
LB 937 (2026)

Date of Adoption: [Insert Date]

StudentsStudent Residence, Admission and Contracting for Educational Services

Students shall be admitted to the School District, upon request and without charge, who are:

1. Residents of the School District for purposes of school enrollment. A student is a resident of the School District if the student resides in the School District or at least one of the student's parents resides in the School District;
2. Homeless students. The following definition shall be used to determine which students fit this category:

A homeless individual is one who (1) lacks a fixed, regular, and adequate nighttime residence and (2) has a primary nighttime residence in a supervised publicly or privately operated shelter designed to provide for temporary accommodations (including welfare hotels, congregate shelters, and transitional housing for the mentally ill), an institution providing temporary residence for individuals intended to be institutionalized, or a public or private place not designated for, or ordinarily used as, a regular sleeping accommodation for human beings. The term "homeless" or "homeless individual" does not include any individual imprisoned or otherwise detained by an Act of Congress or State law;

3. Approved for option enrollment into the School District; or
4. Are otherwise legally entitled to enroll in the School District.

Students may be admitted to the School District, or continue in enrollment, where:

1. The student is not a resident of the School District and is a resident of Nebraska. Such enrollment shall be pursuant to a contract between the Boards of Education of the School District and the school district in which the student is a resident and upon the collection of tuition pursuant to such contract. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
2. The student is not a resident of the School District and is a resident of another State. Such enrollment shall be subject to collection of tuition in advance at a rate determined by the School Board. The amount of tuition shall be no less than the average cost per pupil as determined by the previous year's financial report.
3. The student is participating in an approved Foreign Exchange Program.
4. The student is a child of a member of the military on active duty and residing on certain property ceded to the United States and stationed in, near or adjacent to the School District, and children of employees of the federal government residing in Nebraska on national parks or national monuments within the State in, near or adjacent to the School District. Such discretionary admission shall be without charge for tuition.

5. The student's residency in the School District ceases during the school year. In such case, the student may be allowed to continue attending the School District for the remainder of that school year.

A child who is a ward of the state or court and (1) has been placed in the School District but had resided in a different school district at the time the child became a ward and does not reside in a foster family home, or (2) has been placed in an institution which maintains a State-approved special education program, may be enrolled in the School District to the extent required by law. In such event, costs of education and transportation are to be paid by the State, but not in advance. The child remains a resident of the school district in which the child resided at the time the child became a ward.

A child who is a ward of the state or court who resides in the School District in a foster family home licensed or approved by the Department of Health and Human Services ("Department") or a foster home maintained or used by the Department, remains a resident of the school district in which the child resided at the time the child became a foster child. This is subject to a determination being made in accordance with the Foster Care Review Act that the child will not attend such school district. If such a determination is made, the child is deemed to be a resident of the School District and will be admitted as a resident student.

A child who is not a ward of the state or court and who is residing in a residential setting in the School District for reasons other than to receive an education is subject to the following: First, if the residential setting does not maintain an interim-program school, the School District will provide the educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement, as and to the extent required by law. This is subject to the parent or guardian and such other school district agreeing to have such other school district provide the educational services. Second, if the residential setting does maintain an interim-program school, the child's educational services will be provided by the interim-program school without the School District's involvement. However, the School District may provide educational services to the child pursuant to a contract with the school district in which the child resided immediately prior to such placement.

All admissions are subject to the condition that admission requirements other than residency be satisfied to the extent required by law and that the School District is legally responsible for or authorized to admit the child or provide educational services to the child.

#### Restrictions on Transfer or Disenrollment During Certain Investigations

Notwithstanding any other provision of this policy, upon receipt of notice from the Department of Health and Human Services that a student is the subject of a report of child abuse or neglect involving the student's parent or guardian, the District shall not process or facilitate any request by such parent or guardian to transfer or disenroll the student for a period of 14 days following the District's receipt of the notice, or until the District receives further direction from DHHS, whichever occurs first. If the District receives a request to transfer or disenroll the student during this period by the parent or guardian, the District will promptly notify DHHS.

Legal Reference:   Neb. Rev. Stat. Sec. 79-215 (residency and admission)  
                          Neb. Rev. Stat. Sec. 79-215 (children of military or federal employee  
                          parent)  
                          Neb. Rev. Stat. Sections 79-232 to 79-246 (option enrollment)  
                          42 U.S.C. § 11431 et. seq. (McKinney–Vento Homeless Assistance Act)  
                          NDE Rule 19  
                          LB 937 (2026)

Date of Adoption:   [Insert Date]

StudentsOption EnrollmentA. Process and Timelines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment in the following school year (the "application period"), unless otherwise permitted by law.

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district or, if the student attends a different district as an option student, the option district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):****Option 1 (Waiver unless at capacity):**

The application deadline may be waived by the School District for applications to option into the [Name] Public School District, provided that the application contains a release approval from the resident district or, if the student is an option student attending a different district, the option district attended by the student and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

**Option 2 (Limited Deadline Waiver):**

The application deadline will not be waived by the School District for applications to option into the [Name] Public School District, except in the following circumstances:

1. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district or, if the student attends a different district as an option student, the student's current option district.
3. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.

4. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix “1”), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected if the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by accepting the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected if the application is not filed on or before March 15, and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected if the student has exhausted the number of allowable option enrollments under state law.
4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent’s designee, or the School District determines: The application is not completely and accurately submitted, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Siblings

Notwithstanding anything to the contrary in this policy, the application of a sibling of a student who currently attends the District will be automatically accepted. For purposes of this policy, a “sibling” means a child residing in the same household on a permanent basis who has the same mother or father or who are stepbrother or stepsister to each other. The Superintendent or designee has the discretion to waive the deadline for a sibling’s application received after the deadline.

D. Priority of Acceptance

Priority shall be afforded to those applications required to be given priority by law.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially at the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

E. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

F. Releases for Options Out**Provisions for Release (Choose one or modify as desired):****Option 1 (Release unless Expulsion is Pending):**

A request for release of a resident student or option student currently attending [Name] Public School District who submits an option application after March 15 will be granted, unless the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

**Option 2 (Release Conditions):**

A request for release of a resident student of or option student currently attending [Name] Public School District who submits an enrollment option application after March 15, or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment, and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent's designee.
3. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School District and the School District.

G. Notification of Acceptance or Rejection

In the case of an application to option enroll into the School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student, and the resident school district or, if the student is an option student attending a different district, that option district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the [Name] Public School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined solely by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided only in the following circumstances:

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.

2. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the [Name] Public Schools and the school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. Sections 79-232 to 79-246

Date of Adoption: [Insert Date]

StudentsOption EnrollmentA. Process and ~~Time Lines~~ Timelines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment ~~during~~in the following ~~and subsequent~~ school ~~years~~year (the "application period<sup>2)</sup>"), ~~unless otherwise permitted by law.~~

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district or, if the student attends a different district as an option student, the option district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):****Option 1 (Waiver unless at capacity):**

The application deadline ~~will~~may be waived by the School District for applications to option into the [Name] Public School District, provided that the application contains a release approval from the resident district or, if the student is an option student attending a different district, the option district attended by the student and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

**Option 2 (Limited Deadline Waiver):**

The application deadline will not be waived by the School District for applications to option into the [Name] Public School District, except in the following circumstances:

- ~~1. Siblings: The application deadline will be waived where the application is for a student who is the sibling of a student attending [Name] Public Schools as of the time the application is filed. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending the School District and who has the same natural or adoptive parent or who is a stepbrother or stepsister.~~
- 2.1. Kindergarten: The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
- 3.2. Release Approval: For the foregoing exceptions, the application must contain a release approval from the resident district or, if the student attends a different district as an option student, the student's current option district.

4.3. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.

5.4. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected ~~in the event if~~ the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by ~~acceptance of~~ accepting the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected ~~in the event if~~ the application is not filed on or before ~~the April 1<sup>st</sup> immediately preceding the school year in which enrollment is sought~~ March 15, and the filing deadline has not been waived.

3. Previous Option Enrollment: An option enrollment application shall be rejected ~~in the event if~~ the student has exhausted ~~their~~ the number of allowable option enrollments ~~in other school districts, as determined by~~ under state law.

4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School District determines:

The application is not ~~submitted on a form prescribed by the State Department of Education, is not~~ completely and accurately ~~filled in~~submitted, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Siblings

Notwithstanding anything to the contrary in this policy, the application of a sibling of a student who currently attends the District will be automatically accepted. For purposes of this policy, a “sibling” means a child residing in the same household on a permanent basis who has the same mother or father or who are stepbrother or stepsister to each other. The Superintendent or designee has the discretion to waive the deadline for a sibling’s application received after the deadline.

D. Priority of Acceptance

Priority shall be ~~accorded in the following order: (1) afforded to~~ those applications required to be given priority by law, ~~(2) those with a sibling in attendance at [Name] Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) those without an option student sibling in attendance at [Name] Public Schools, with priority within this group to those who had earliest filed applications.~~

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially at the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

~~D~~E. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

~~E~~F. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

**Option 1 (Release unless Expulsion is Pending):**

A request for release of a resident student or option student currently attending [Name] Public School District who submits an option application after March 15 will be granted, unless the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

**Option 2 (Release Conditions):**

A request for release of a resident student of or option student currently attending -[Name] Public School District who submits an enrollment option application after March 15, or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
- ~~2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.~~
- ~~3.2. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment, and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent's designee.~~
- ~~4.3. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.~~

The Superintendent or the Superintendent's designee is hereby authorized to execute such releases on behalf of the School District and the School District.

**FG. Notification of Acceptance or Rejection**

In the case of an application to option enroll into the School District, the Superintendent or the Superintendent's designee shall notify, in writing, the parent or legal guardian of the student, and the resident school district or, if the student is an option student attending a different district, that option district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the [Name] Public

School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

#### GH. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined solely by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided only in the following circumstances:

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.

~~2.~~

Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.

- ~~3.~~2. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

#### HI. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the [Name] Public Schools and ~~itsthe~~ school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. Sections 79-232 to 79-246

Date of Adoption: [Insert Date]

**RESOLUTION**

**WHEREAS**, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

**WHEREAS**, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

**WHEREAS**, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

**NOW, THEREFORE, BE IT RESOLVED** that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

**BE IT FURTHER RESOLVED** that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_.  
The following members voted against the same: \_\_\_\_\_.  
The following members were absent or not voting: \_\_\_\_\_. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[NAME] PUBLIC SCHOOLS**

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

Attest: \_\_\_\_\_  
Secretary

## Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			

\* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

\*\* Siblings of current option students are exempt from any capacity limits.

**RESOLUTION**

**WHEREAS**, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

**WHEREAS**, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

**WHEREAS**, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

**NOW, THEREFORE, BE IT RESOLVED** that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

**BE IT FURTHER RESOLVED** that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution: \_\_\_\_\_.  
The following members voted against the same: \_\_\_\_\_.  
The following members were absent or not voting: \_\_\_\_\_. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[NAME] PUBLIC SCHOOLS**

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

Attest: \_\_\_\_\_  
Secretary

## Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

PROGRAM	PROGRAM CAPACITY	PROJECTED ENROLLMENT	NO. OF OPTION STUDENTS
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			

\* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

**\*\* Siblings of current option students are exempt from any capacity limits.**

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

A. **Attendance and Absences.**

1. **Circumstances of Absences – Definitions.** The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, typically require advance approval.
  - a. **School Excused.** Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. **Not School Excused.** Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students. Attendance is not mandatory for a child who has reached 6 years of age prior to January 1 of the then-current school year, but will not reach age 7 prior to January 1 of such school year, if the child's parent or guardian has signed and filed with the school district in which the child resides an affidavit stating either: (1) that the child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or (2) that the parent or guardian intends for the child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school.
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) unexcused absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Absences due to illness, including physical or mental illness, that make attendance impossible or impracticable, and that are documented by a credentialed health professional, shall not be the basis for referral to the county attorney. In cases of chronic illness, such documentation will be reviewed each semester.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Date of Adoption: [Insert Date]

StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations, and all staff are expected to implement this policy and administrative rules and regulations to encourage regular and punctual student attendance. The District will maintain an accurate record of student attendance.

A. **Attendance and Absences.**

1. **Circumstances of Absences – Definitions.** The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, typically require advance approval.
  - a. **School Excused.** Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. **Not School Excused.** Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
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2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
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Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school.
  
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

If the parent/guardian refuses to participate in such meeting, the principal shall place documentation of such refusal in the child's attendance records.

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) unexcused absences per school year. The school shall notify the child's family in writing prior to making the referral to the county attorney. ~~Illness (including physical or mental illness) that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney.~~ Absences due to illness, including physical or mental illness, that make attendance impossible or impracticable, and that are documented by a credentialed health professional, shall not be the basis for referral to the county attorney. In cases of chronic illness, such documentation will be reviewed each semester.

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

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 and 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, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address

- the behavior moving forward, including strategies to maximize the student's continued participation in school..
- 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. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
  - 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 (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..
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: (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how

the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..

- 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 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. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.
- 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 offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. 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 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.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, a pre-kindergarten through second grade student shall not be suspended unless the student (1) brings a deadly weapon to school grounds, a school vehicle, or a school activity, or (2) engages in violent behavior capable of causing physical harm to another student or school employee. In all other circumstances, the Principal or designee shall implement appropriate alternative disciplinary measures on a case-by-case basis. A student who brings a deadly weapon may be expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
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 may be held, upon a parent's timely request, 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. Mandatory reassignment shall be subject to the same procedural requirements and protections as long-term suspension and expulsion.
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. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
  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, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
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. Willfully violating the behavioral expectations for riding school buses or vehicles.

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.

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.

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 reasonably forecasted to interfere 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 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. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - c. 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).
  - d. Head wear including hats, caps, bandannas, and scarves.
  - e. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - f. Clothing or jewelry that is gang related

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

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.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

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.

#### E. 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  
                                 Neb. Rev. Stat. Section 79-2,160

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~~and 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, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address

- the behavior moving forward, including strategies to maximize the student's continued participation in school..
- 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. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
  - 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.~~The notice will include a description of (i) the student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..
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.~~The notice will include a description of: (i) the

student's conduct, misconduct, or violation of the rule or standard; (ii) the reasons for the action taken; (iii) the actions taken by the school to attempt to address or alleviate the behavior prior to suspension; (iv) resources the school is able to provide or recommend to assist the student; and (v) how the school plans to address the behavior moving forward, including strategies to maximize the student's continued participation in school..

- 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 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. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.
- 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 offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. 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 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.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, ~~no~~ pre-kindergarten through second grade student ~~may~~shall not be suspended ~~from school,~~ unless the student (1) brings a deadly weapon ~~onto~~ school grounds, ~~in~~ a school vehicle, or ~~to~~ a school activity. ~~Instead, or (2) engages in violent behavior capable of causing physical harm to another student or school employee. In all other circumstances,~~ the Principal or ~~Principal's~~ designee may implement appropriate alternative disciplinary measures on a case-by-case basis ~~if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade. A student who~~ brings a deadly weapon ~~on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or~~ may be expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
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 may be held, upon a parent's timely request, 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. Mandatory reassignment shall be subject to the same procedural requirements and protections as long-term suspension and expulsion.

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. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
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, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
  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. Willfully violating the behavioral expectations for riding school buses or vehicles.

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.

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.

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 reasonably forecasted to interfere 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 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. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - c. 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).
  - d. Head wear including hats, caps, bandannas, and scarves.
  - e. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - f. Clothing or jewelry that is gang related

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

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.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

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.

#### E. 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  
Neb. Rev. Stat. Section 79-2,160

Date of Adoption: [Insert Date]

StudentsGraduation

To participate in commencement exercises or receive a [Name] Public Schools diploma, a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions, except as otherwise required by state law. Students who graduate from [Name] Public Schools must accumulate 200 hours. The total graduation requirements must include the following core curriculum:

English Language Arts	40	Semester Hours
Science	30	Semester Hours
Math	30	Semester Hours
Social Studies	30	Semester Hours
Physical Education	10	Semester Hours
Required	110	Semester Hours
Electives	90	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation. Each student shall also complete and submit a Free Application for Federal Student Aid prior to graduation, unless the required opt-out form is completed by either: (1) the student's parent or legal guardian; (2) the Principal, if the Principal determines that good cause exists not to require the student to complete the FAFSA; or (3) an emancipated student or student of at least 19 years of age.

Notwithstanding any other provision of this policy, a student who is or was under the jurisdiction of a juvenile court and placed in out-of-home care at any time during the student's high school enrollment shall be eligible to graduate from the District if (1) the student, at any point in time, was enrolled in high school in the District, and (2) the student has met the minimum graduation requirements established by state law.

Legal Reference:     Neb. Rev. Stat. Sec. 79-729  
                           Neb. Rev. Stat. Sec. 79-3003  
                           NDE Rule 10

Date of Adoption:    [Insert Date]

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Date of Adoption:    [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

- A. An organizational meeting of the [Name] School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after \_\_\_\_\_ ballots or \_\_\_\_\_ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that \_\_\_\_\_ be elected as \_\_\_\_\_ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
  - a. President

- b. Vice President
  - c. Treasurer
  - d. Secretary
- 4. Approval of committees, positions, and designations
    - a. Consider, discuss and take action to elect Committees as determined by the BOE
    - b. Consider, discuss and take action to select Depository bank(s)
    - c. Designate the method of advance notice of Board meetings
  - 5. Approval of current Board policies and regulations
  - 6. Designate date for the annual review of BOE policies
  - 7. Dissemination to each Board member of conflict of interest statutes
  - 8. Adjournment

Date of Adoption: [Insert Date]

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    - c. ~~Consider, discuss and take action to select District newspaper(s) of record~~  
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  - 7. Dissemination to each Board member of conflict of interest statutes
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Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationDesignated Method of Giving Notice of Meetings

The Board of Education will give advance notice of meetings by a method designated by the Board at the Board's organizational meeting each January, or as otherwise determined by the Board. The designated method will be recorded in the Board's meeting minutes.

In addition, at least four times per calendar year, the Board will publish in a newspaper of general circulation the following information: (1) the regular meeting schedule, (2) the location of regular board meetings, and (3) the method of advanced notice designated by the Board. Notwithstanding the foregoing, the Board reserves the right to change the regular meeting schedule or location if circumstances require such a change.

Notice shall be given a reasonable time in advance of the meeting. Two (2) days advance notice shall be considered sufficient.

For an emergency meeting, notice shall not be required to be given; however, the Board will complete minutes for such an emergency meeting as required by law. An emergency has been defined as any event or occasional combination of circumstances which calls for immediate action or remedy; pressing necessity; exigency; a sudden or unexpected happening; an unforeseen occurrence or condition.

The Secretary of the Board of Education, or the Secretary's designee, shall maintain a list of the news media requesting notification of meetings and shall make reasonable efforts to provide advance notification to such news media of the time and place of each meeting and the subjects to be discussed at the meeting.

Legal Reference: Neb. Rev. Stat. §§ 79-554; 79-555 & 84-1411.

Date of Adoption: [Insert Date]

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~~1. Publishing in a newspaper of general circulation within the District's jurisdiction, posting on the newspaper's website, if available, and posting on a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers; or~~

~~2. Posting to the newspaper's website, if available, and posting to a statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers if no edition of the newspaper will be finalized for print prior to the time and date of the meeting.~~

~~The Superintendent is delegated the authority to determine which method of notice to use for a board meeting.~~

~~If a newspaper refuses, neglects, or is unable to timely publish such notice, then notice may be given by (1) posting on the District's website, (2) posting notice on the statewide website established and maintained as a repository for such notices by a majority of Nebraska newspapers, and (3) posting such notice in a conspicuous public place within the District. The Board Secretary shall keep a written record of such postings.~~

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Date of Adoption: [Insert Date]

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Bylaws of the Board - Board Authority

General Statement

Bylaws are rules or procedures adopted by the board to govern its internal operations. The use of such guidelines or bylaws helps the board to comply with the responsibility and duties delegated to it by law and by the local electorate, in an efficient and effective manner.

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Authority

Limits of Authority

The Board of Education is the unit of authority. Apart from the normal function as part of the unit, a board member has no individual authority. Individually, the board member may not commit the district to any policy, act or expenditure.

No individual member of the board shall exercise any administrative responsibility with respect to the schools.

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Legal Description

The corporate name of this school district shall be:

Otoe County School District #66-0027, and shall also be known as Syracuse-Dunbar- Avoca Public Schools.

Legal Reference: Neb. Rev. Stat. Sec. 79-405

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Number of Members, Terms of Office

The Board of Education shall consist of six (6) members elected at large by the qualified voters of the school district in a manner prescribed by law under the provisions pertaining to a Class III school district in the statutes of the State of Nebraska.

The terms of office for board members shall be four (4) years and will begin on the **first Thursday** after the **first Tuesday** in January.

Legal Reference:     Neb. Rev. Stat. Sec. 79-549  
                          Neb. Rev. Stat. Sec. 79-550  
                          Neb. Rev. Stat. Sec. 32-543

Date of Adoption:    January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Officers

1. Members of the school board will elect from among its members a president and vice president.
2. There will also be an elected or appointed secretary who does not need to be a member of the school board.
3. These officers shall be elected at the board's organizational meeting in January of each year.
4. The Board of Education may employ a treasurer for the district at the January meeting who shall be paid a salary from school district funds within the limits permitted by law, in amounts to be fixed by the Board. A treasurer so employed shall not be a member of the Board. A board member serving as treasurer shall not be compensated.

Legal Reference:     Neb. Rev. Stat. Sec. 79-520  
                          Neb. Rev. Stat. Sec. 79-590

Date of Adoption:    January 17<sup>th</sup>, 2022

Bylaws of the Board - Board MembersPresident

1. The duties of the board president shall be to:
  - a. Preside at all meetings of the school board in accordance with Robert's Rules of Order.
  - b. Countersign all orders upon the school treasury for funds to be disbursed by the district.
  - c. Countersign all warrants of the secretary of the county treasurer.
  - d. Administer the oath to the secretary and treasurer when so required by law.
  - e. Other duties as the law may require.
2. The president has the right to vote on any issue that may come before the school board.
3. The president has the additional duty to maintain order at public meetings of the school board.
4. The president must appear for and on behalf of the district in all suits brought by or against the district.
5. The president shall appoint or provide for the election of all committees of the board, unless otherwise directed by the board. The president shall be kept apprised of the workings of all such committees.
6. The president may call special meetings of the board.
7. The president shall call special meetings of the board when requested by two (2) or more board members.

Legal Reference: Neb. Rev. Stat. Sec. 79-569  
Neb. Rev. Stat. Sec. 79-570  
Neb. Rev. Stat. Sec. 79-572

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Vice-President

The vice president shall perform the duties of the president in case of absence of the president. In the case of the absence of both the president and vice-president, the remaining members shall select a president pro tem to preside at the meeting.

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Treasurer

The treasurer shall be custodian of all money belonging to the school district, and shall perform duties required by law or by the board.

Legal Reference:   Neb. Rev. Stat. Sec. 79-586  
                          Neb. Rev. Stat. Sec. 79-587  
                          Neb. Rev. Stat. Sec. 79-588  
                          Neb. Rev. Stat. Sec. 79-590

Date of Adoption:   January 17<sup>th</sup>, 2022

Bylaws of the Board - Board MembersSecretary

The secretary shall perform duties required by law and such duties as the Board and Superintendent may request. In the secretary's absence, documents requiring the signature of the secretary may be signed on the secretary's behalf by the treasurer or another board officer as the secretary's designee.

Legal Reference:   Neb. Rev. Stat. Sec. 79-576  
                          Neb. Rev. Stat. Sec. 79-577  
                          Neb. Rev. Stat. Sec. 79-578  
                          Neb. Rev. Stat. Sec. 79-524

Date of Adoption:   January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Attorney

The board may, at its discretion, appoint an attorney to perform desired legal services. The attorney shall serve at the board's pleasure and be compensated at a mutually agreeable rate.

Legal Reference: Neb. Rev. Stat. Sec. 79-513

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board MembersAuditor

The board will have an annual independent audit of the finances of the district. The board will contract only with state approved auditors and their analysis and report will be in keeping with state approved or accepted standards. This annual audit will be completed by November 5 of each year.

Legal Reference: Neb. Rev. Stat. Sec. 79-1089  
NDE Rule 1.3.05

Date of Adoption: January 17<sup>th</sup>, 2022

Bylaws of the Board - Board Members

Individual Members

It is understood that the members of the Board have authority only when acting as a Board legally in session. The Board shall not be bound in any way by any action or statement on the part of any individual Board members, except when such statement or action is in pursuance of specific, formal instructions from the Board.

Date of Adoption: January 17<sup>th</sup>, 2022

# **Syracuse-Dunbar-Avoca Student Parent Handbook 2026-2027**



## **The Mission of SDA Schools**

**Cultivating a positive culture where every individual can  
maximize their potential.  
We are the Rocket Family.**

[www.sdarockets.org](http://www.sdarockets.org)

**High School: 402-269-2381**

**Middle School: 402-269-2388**

**Elementary School: 402-269-2382**

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## Foreword

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## Article 1 - Mission and Goals

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## **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 Syracuse-Dunbar-Avooca Public Schools. Each student is responsible for becoming familiar with the handbook and knowing the information contained in it. Parents are encouraged to use this handbook as a resource and to assist their child in following the rules contained in this handbook.

Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise during any school day, or school year. This handbook does not create a “contract.” The administration reserves the right to make decisions and make rule revisions at any time to implement the educational program and to assure the well-being of all students and the educational program. 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.

The Policies of the Board of Education may cover areas not addressed in this Handbook. Every parent or guardian and student should familiarize themselves with Board Policies online at: <https://www.sdarockets.org/>

Section 2 School Calendar

## 2026 – 2027 SDA School Calendar

( Approved: Date: 01/19/2026 r1.0 )

<p><b>AUGUST '26</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td></td><td></td><td>1</td></tr> <tr><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td></tr> <tr><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td></tr> <tr><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td></tr> <tr><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td></tr> <tr><td>30</td><td>31</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>3 – 7 Staff Flex Day 10 Teachers Only 11 Teachers Only 12 Teachers Only 13 First Day of School 13 Start of Semester 1 13 Start of Quarter 1</p>	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						<p><b>SEPTEMBER '26</b></p> <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td>29</td><td>30</td><td></td><td></td><td></td></tr> </tbody> </table> <p>7 No School 25 Elementary 12:45 Dismissal MS and HS 1:00 Dismissal 30 Elementary 12:00 Dismissal MS and HS 12:15 Dismissal 30 Parent Teacher Conferences</p>	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			
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3 Snow days have been built into the calendar. If we do not use those days they will be removed from the end of the calendar.

<b>Start of Term / Students Return</b>	<b>Early Student Dismissal</b>	<p>School Times: Elementary School 8:20 - 3:15 Middle School and High School 8:20 - 3:28</p>
<b>Teachers Only</b>	<b>Parent/Teacher Conferences</b>	
<b>No School</b>		

## Article 1 – Mission and Goals

### Section 1 Mutual Respect

The Syracuse-Dunbar-Avoca 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 students will not be tolerated.

### Section 2 Complaint Procedures

The proper procedure for a parent or student to make complaints or raise concerns is to begin with the school employee who is most immediately or directly involved in the matter, as illustrated in the complaint procedure set forth below. There are other procedures identified in the Handbook to address specific complaints or concerns, such as discrimination or harassment, bullying, disciplinary actions. Those procedures should be used where applicable.

- Complaint procedure
  - Step 1. Schedule a conference with the staff person most immediately or directly involved in the matter.
  - Step 2. Address the concern with the Principal if the matter is not resolved at Step 1.
  - Step 3. Address the concern with the Superintendent if the matter is not resolved at Step 2.
  - Step 4. Address the concern to the Board of Education if the matter is not resolved at Step 3.
- Conditions Applicable to All Levels of Complaint Procedure

All information to be considered at each step should be placed in writing in order to be most effective. Action or decisions will be expedited as quickly as possible, typically within ten (10) calendar days, depending on the nature of the complaint and the need for prompt resolution.

## Article 2 – School Day

### Section 1 Daily Schedules

#### High School Bell Schedules

REGULAR		HOMEROOM	
Warning	8:15	Warning	8:15
Period 1	8:20- 9:07	Period 1	8:20-9:02
Period 2	9:10- 9:57	Period 2	9:05-9:47
Period 3	10:00-10:47	Homeroom	9:50-10:19
Period 4	10:50-11:37	Period 3	10:22-11:04
Period 5A	Lunch 11:37-12:04	Period 4	11:07-11:49
	Class 12:07-12:58	Period 5A	Lunch 11:49-12:16
Period 5B	Class 11:40-12:31		Class 12:19-1:10
	Lunch 12:34-12:58	Period 5B	Class 11:52-12:40
Period 6	1:01-1:48		Lunch 12:43-1:10
Period 7	1:51-2:38	Period 6	1:13-1:55
Period 8	2:41-3:28	Period 7	1:58-2:43
		Period 8	2:46-3:28

**PEP RALLY SCHEDULE**

Warning	8:15
Periods 1-5	Normal
Period 6	1:01-1:42
Period 7	1:45-2:26
Period 8	2:29-3:10
Pep Rally	3:15

**2-HOUR LATE START**

Warning	10:15
Period 1	10:20-10:55
Period 2	10:58-11:34
Period 5A	Normal
Period 3	1:01-1:28
Period 4	1:31-1:58
Period 6	2:01-2:28
Period 7	2:31-2:58
Period 8	3:01-3:28

**12:30 DISMISSAL (8 PERIODS)**

Warning	8:15
Period 1	8:20-8:48
Period 2	8:51-9:19
Period 3	9:22-9:50
Period 4	9:53-10:22
Period 5	10:25-10:54
Period 6	10:57-11:26
Period 7	11:29-11:58
Period 8	12:01-12:30

Dismiss @12:30 \* Students riding the bus are to wait in the lunchroom until buses arrive at 1pm.

**Middle School Bell Schedules:****Grades 4-6**

Arrival & Pledge	8:15 am
Tardy	8:20 am
Grade 5 Lunch	11:00-11:30 am
Grade 4 Lunch	11:05-11:40 am (11:05-11:35 am on inside recess days)
Grade 6 Lunch	11:15-11:45 am
Dismissal	3:25 pm

**Grades 7-8 (Monday)**

Arrival & Pledge	8:15 am
Tardy	8:20 am
Homeroom	8:20-8:40 am
1st Period	8:40-9:32 am
2nd Period	9:35-10:27 am
3rd Period	10:30-11:22 am
4th Period	11:25-12:16 am
Lunch	12:16-12:43 pm
5th Period Study Hall	12:43-1:10 pm
6th Period	1:13-1:55 pm
7th Period	1:58-2:43 pm
8th Period	2:46-3:28 pm

**Grades 7-8 (Tuesday-Friday)**

Arrival & Pledge	8:15 am
Tardy	8:20 am
Homeroom	8:20-8:30 am
1st Period	8:30-9:22 am
2nd Period	9:25-10:16 am
3rd Period	10:19-11:10 am
4th Period	11:13-12:04 pm
Lunch	12:04-12:31 pm
5th Period Study Hall	12:31-12:58 pm
6th Period	1:01-1:48 pm
7th Period	1:51-2:38 pm
8th Period	2:41-3:28 pm

**Grades 7-8 Early Dismissal**

Arrival & Pledge	8:15 am
Tardy	8:20 am
1st Period	8:20-8:48 am
2nd Period	8:51-9:19 am
3rd Period	9:22-9:50 am
4th Period	9:53-10:22 am
5th Period Study Hall	10:25-10:54 am
6th Period	10:57-11:26 am
7th Period	11:29-11:58 am
Lunch	11:58-12:28
8th Period	12:31-1:00

\*No 8th Period on 12:15 Early Dismissal Days

**Grades 7-8 2-Hour Late Start**

Arrival & Pledge	10:15 am
Tardy	10:20 am
1st Period	10:20-10:53 am
2nd Period	10:56-11:29 am
3rd Period	11:32-12:04 am
Lunch	12:04-12:31 pm
4th Period	12:31-1:14 pm
5th Period Study Hall	1:17-1:58 pm
6th Period	2:01-2:28 pm
7th Period	2:31-2:58 pm
8th Period	3:01-3:28 pm

Homeroom classes may be held on Tuesday if school is not in session on Monday.  
Other bell schedules may be utilized for late starts, early dismissals and pep rallies.

**Elementary School Hours:**

Grades K-3	8:20 A.M. – 3:15 P.M.
A.M. Pre-K	8:00 A.M. – 11:00 A.M.
P.M. Pre-K	12:00 P.M. – 3:00 P.M.

**Breakfast Served:** PreK-3 7:45 A.M. – 8:10 A.M.

**Lunch Served:**

Pre-K	11:10 A.M. – 11:55 A.M.
Kindergarten	10:50 A.M. – 11:15 A.M.
Grade 1	11:20 A.M. – 11:45 A.M.
Grade 2	11:50 A.M. – 12:15 P.M.
Grade 3	12:20 P.M. – 12:45 P.M.

**Section 2 Severe Weather and School Cancellations**

The Superintendent may close public schools in case of severe weather or an emergency. The school will notify parents and guardians, as well as the local media, when the schools will be closed.

**Parental Decisions.** Parents may decide to keep their children at home during inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will generally be considered an excused absence.

**Pickup During Inclement Weather.** Parents should not come to school during severe weather, such as during a tornado warning since students will be moved into safe areas of the building and will not ordinarily be released during inclement weather or dangerous circumstances.

### **Section 3 Closed Campus**

Syracuse-Dunbar-Avoca Public Schools has a closed campus for all students. Students wishing to leave the building during the day, for any reason, must receive prior permission from the office. Students who leave the building without checking out will be considered truant.

### **Section 4 Supervision Responsibility Before/After School**

#### Arrival at School/Dismissal From School

Students are expected to arrive at school no more than 15 to 20 minutes prior to the first class or school program in which they are participating. Prior to that time, the school is not responsible for supervision of the students. Students will ordinarily be admitted to the school building 15 minutes prior to the first class. Students will not be permitted to enter earlier unless the Principal determines it to be necessary due to inclement weather or other factors. Students are to enter through their assigned entrance and proceed to designated areas.

Students will be dismissed at the end of the last period of the school day unless there are other circumstances (early dismissal, detention etc.). Upon dismissal, students must leave the school grounds and proceed home or to a previously designated location unless participating in a school-sponsored activity. The school is not responsible for supervision of students once the students are to have left school grounds.

Certain days on the calendar are “shortened days,” meaning that the school day starts or ends other than on the normal schedule. Parents are strongly encouraged to be aware of those days, so their children are not left in an unsupervised situation or without a means to get home upon dismissal.

#### Signing a Child In and Out of School

Parents or guardians are required to check in with the office if they are entering after their child’s first class or leaving prior to their child’s final class. The parent or guardian must report to the main office for this purpose. Parents may not go directly to the classrooms. The schools will only release children to adults designated by the parent or an emergency contact.

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

#### **Section 1 Visitors**

Parents and other interested individuals are welcome to visit school. In order to keep the school building safe and secure and classroom interruptions to a minimum, students will not be allowed to bring guests to school. It is desirable that any individual parent-teacher conference be held before or after school in order that the normal instructional activities not be disrupted.

#### **Section 2 Smoke-Free Environment**

All of our school buildings and grounds are smoke and tobacco-free. No smoking or tobacco is allowed on school grounds or at any school activity.

### **Section 3 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 damage property, break windows, or cause other harm to school property or equipment will be required to pay the cost to repair or replace the item.

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

### **Section 4 Lockers**

Each student may check out or 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. 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.

Students may not display images, information or messages that may cause a substantial disruption to the operations of the school. If a staff member sees or learns of an image or message that may cause a disruption, the staff member may ask the student to remove the image or message from the locker. If the student refuses, then the administration will meet with the student and parents to discuss the situation. The principal shall have the final say on whether a student needs to remove the image or message from the locker.

### **Section 5 Searches of Lockers and Other Types of Searches**

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

The following rules 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 is to 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 at 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.
5. Searches of the District's computer system may be conducted at the discretion of the administration at any time.

## **Section 6 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 administration. As a result, 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 Recording of Others**

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted, (2) by authorized staff for purposes of child welfare (for example, to record images of injuries to students caused or believed to be caused by another person), or (3) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including students, parents, and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

## **Section 8 Use of Cell Phones/Device Use (including wearable devices)**

Students at the elementary and middle school are not allowed to use cell phones/devices (wearable technology) during the school day. Upon arriving at school cell phones/devices should be turned off and stored in the student's book bag. If a cell phone/device is found outside of the student's book bag during the school day or designated times, the cell phone/device will be confiscated and taken to the office.

High school students will check their cell phones and wearable technology in a designated location upon entering the classroom. They are allowed to use their cell phones/devices during passing periods and lunch. Refusing to place a cell phone in the designated location will result in the principal or his designee confiscating it.

Consequences are as follows: First offense – cell phone/device will be confiscated and returned to the student at the end of the school day (parents notified). Second and subsequent offenses – the cell phone/device will be confiscated and a parent will be asked to pick the item up from school. The use of cell phones/devices that violate school rules may result in more significant consequences including expulsion.

## **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. The school does not guarantee or represent that the student's property will not be subject to loss, theft, or damage.

## **Section 10     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 need to be approved by the Principal's office. The person or organization responsible for distributing the posters is responsible for seeing that all posters are removed within 48 hours after the event or when directed by the Principal.

## **Section 11     Copyright**

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.

## **Section 12     Behavioral Points of Contact**

The District maintains a registry of local mental health and counseling resources, including those resource services that can be accessed by families and individuals outside of school. To gain more information about these resources, parents and/or students should contact their building principal.

# **Article 4 – Attendance**

## **Section 1     Attendance**

Regular and punctual student attendance is required. The administration is responsible for developing further attendance rules and regulations and staff are responsible for assisting in the enforcement of the rules and regulations. Students and parents are responsible for developing behaviors which will result in regular and punctual student attendance.

When a student is absent from school, the parents or guardians of that student should call or email the school (High School 402-269-2381 [shsoffice@sdarockets.org](mailto:shsoffice@sdarockets.org), Middle School 402-269-2388 [smsoffice@sdarockets.org](mailto:smsoffice@sdarockets.org), Elementary School 402-269-2382 [sesoffice@sdarockets.org](mailto:sesoffice@sdarockets.org)) by 9:00 a.m. on the day of absence. Parents/guardians of students who are absent will be called if the office is not notified. If parental/guardian contact is not achieved by 9:00 a.m. the student will be recorded as truant for the remainder of the day or until the office is notified. In addition, parents/guardians are asked to provide written documentation should their child miss school for a medical or dental appointment. Parents or guardians who are unable to call must send a written explanation or email for the absence indicating date, reason for absence, and parent signature. If no note, call or email has been received at the time the student returns to school, the absence will be unexcused.

## **Section 2     Attendance and Absences**

Excused and Unexcused Absences. 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 with parental approval, may not be considered excused by the school. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be typically 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 requires student to be absent from school.
    - a. Upon receipt of medical documentation of an appointment, PowerSchool will be changed from absent to medical.
  - d. Court appearances that are required by a court order.
  - e. School sponsored activities which require students to be absent from school.
  - f. Other absences which have received prior approval from the Principal.

The Principal has the discretion to deny approval for a student's absence, depending on circumstances, such as the student's absence record, the student's academic status, the tests or other projects which may be missed, and other relevant reasons. Additionally, students are expected to complete work for a school sponsored absence prior to the absence.

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.

### Attendance Monitoring

Student attendance will be monitored through the following procedures:

1. In grades 7-12, each teacher will record attendance of all students each class period. In grades PreK-6, attendance will be taken in the morning and again in the afternoon.
2. After five (5) days of absence from any class in a semester, the principal or their designee will send written notice to the student's parents noting:
  - a. the number of absences the student has incurred.
  - b. the school attendance requirements and procedures as stated in the Student Parent Handbook.
3. After ten (10) days of absence from any class in a semester, a conference may be requested between the student and the principal if it appears to be an attendance problem and the principal or their designee will send written notice to the student's parents noting:
  - a. the number of absences the student has incurred.
  - b. the school attendance requirements and procedures as stated in the Student Parent Handbook.
4. After fifteen (15) days of absence from any class in a semester, written notice will be sent and a conference may be requested between the principal, the parent and the student noting:
  - a. the number of absences the student has incurred.

- b. the school attendance requirements and procedures as stated in the Student Parent Handbook.
- c. A 9-12 student may lose credit for every class in which they exceed ten absences.

A student who has exceeded the maximum absences during the semester and has waived his/her right to appeal or lost the appeal will receive no credit for the assigned class for the semester. Lack of cooperation and/or participation in the class thereafter will result in disciplinary action. Such action may include parent conference, suspension, and expulsion. The Nebraska State Department of Education requires all public and nonpublic schools to submit Excessive Absenteeism information on a monthly basis. This data is, in turn, reported to the Truancy Task Force for study and evaluation. This is a report of all absences with the exception of school activities. This has become a part of Nebraska School Law through the revision of PL 79-527. Additionally, this law requires that all students accumulating more than 20 total absences (10 per semester) be referred to the Otoe County Attorney for nonattendance.

Suspension from school will not count towards the total of 10 absences.

It is the responsibility of the student and parent/guardian to provide documentation of extenuating circumstances that resulted in the student's absence from school. Fundamental to the effectiveness of this policy is cooperation between the school, parent, and student. It is our intent to stress the importance of regular school attendance which enhances the likelihood of success and serves as a permanent record of the student's maturity in meeting expectations.

### **High School Attendance Process Procedure**

In the high school, any student who reaches 10 period absences, for any reason, within a semester, may lose credit for that class unless the absences are caused by what the staff and administration consider extenuating circumstances. Extenuating circumstances would generally be limited to hospital confinement or medical reasons confirmed by a doctor. All absences from class will count toward the maximum except for those which the school assumes sponsorship.

At the time the Attendance Committee (principal, counselor, and teacher(s)) render their decision, the appeal process to that decision shall be explained.

1. In the event that the student and/or his parents are dissatisfied with the decision of the Attendance Committee an appeal may be made to the Superintendent of Schools. The superintendent must receive the request for hearing within five (5) days following the decision of the Attendance Committee. The hearing shall be conducted within five (5) days after receipt of the request. The student may be allowed counsel if he or she desires, and the student should be given the opportunity to call witnesses. The Superintendent will make a decision on the case and inform the student of the decision. A statement of findings of facts from the hearing shall be compiled and the student and parents provided a copy within two days.

2. If the student and his/her parents are not satisfied with the findings of the hearing, a second hearing may be requested before the Board of Education. The Board of Education must receive in writing a request for such a second hearing within five (5) days. Following receipt of such a request, the hearing shall be held within five (5) days and the student and parent or guardian shall be given prompt notice of the time and place of such hearing.

- a. The student will be provided with an opportunity to testify, question, and present other evidence on his or her behalf at the hearing. Counsel may be present.
- b. Proceedings of the hearing, including the decision, will be put in writing, and a copy of these proceedings will be mailed to the student and his/her parents within two (2) days.

Tardy to School. Students will be considered tardy to school if they are not seated in their assigned class or ready and attentive in their assigned area when the bell for their first-class rings.

Tardy to Class. Students have a sufficient time period between classes to make it to their next assigned class on time. Students will be considered tardy to class if they are not in their assigned classroom when the tardy bell rings unless they have a pass from a staff member. Specific tardy guidelines once students are in the classroom doorway are at the classroom teacher's discretion. The first ten minutes of each class period will be the time counted as tardy. Any student who is not in class by the end of the 10-minute tardy period will be counted absent and this absence will count against the ten allowable absences. High School students who have accumulated five tardies will lose their cell phone privileges and check their cell phone into the office every morning for five days. Students will lose their phone privileges for five days for tardies that accumulate if they reach 10, 15, 20, or 25 tardies. Students reaching 30 tardies in one semester will be suspended out of school, and a parent conference will be held with the principal. Each academic semester will start a new tardy reporting period.

Leaving School or Class. Students who leave school for any reason during the school day must check out of the office before leaving. Students leaving school must be cleared in advance by the student's parent or legal guardian. Upon returning to school that same day, students must check in at the office.

Students who leave school without permission and without signing out in the proper manner, or who leave their assigned classroom without teacher permission, may be considered truant.

### **Section 3      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.

To receive credit for work missed due to excused absences (e.g., personal illness, bereavement or emergency in the family, participation in an approved school activity), the student, upon returning to school, is responsible a) for requesting assignments for make-up work and b) for completing the make-up work on his/her own initiative by the due date. The teacher will provide materials and assistance to a student who is making up work for these reasons. To receive credit for work missed due to a parent requested prearranged absence (e.g., medical or dental appointment, religious observance, spectator at a school activity, family trip, college visit), the student is responsible a) for requesting assignments for make-up work prior to his/her absence and b) for completing the make-up work on his/her own initiative by the due date.

### **Section 4      Attendance is Required to Participate in Activities**

Students must be in attendance at the beginning of 6th period on the day of any scheduled school activity in order to participate in the activity. A "school activity" includes athletic contests,

practices, and dances. Failure to attend may result in a student being withheld from participation in the activity. The Principal retains the right to grant participation should exceptional circumstances prevail.

#### **Section 4      Truancy**

A student who engages in unexcused absences may be considered truant under state law. Truancy is a violation of school rules. The consequence of trancies may include disciplinary action up to expulsion and referral to the county attorney for compulsory attendance violations.

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 aged six (6) to eighteen (18) to attend school regularly without lawful reason, shall within three (3) days report such violation to the Superintendent or designee. The Superintendent or designee shall immediately cause an investigation into any such report to be made. The Superintendent or designee shall also investigate any case when, based on the Superintendent's personal knowledge or based on a report or complaint from any resident of the district, the Superintendent or designee 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.

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. When a student has excessive absences, the following procedures shall be implemented:

1. One or more meetings shall be held between a school attendance officer, school social worker, 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 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 or the hourly equivalent 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 the Nebraska truancy laws (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 law. If within one (1) week after the time the 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.

## **Article 5 – Scholastic Achievement**

### **Section 1 Grading System**

High school students will receive letter grades on report cards and transcripts. The following scale will be used to assign letter grades and a grade point average from a percent:

A	93-100
B	85-92
C	78-84
D	70-77
F	0-69

At the Middle School, grades are an evaluation of what a student has learned and shall be a symbolic representation of achievement. They become part of a permanent record that lasts a lifetime. Middle School records are important to institutions of higher learning, employers, and the various military services. The school only keeps the records, the student makes them. Use of grades for disciplinary purposes is prohibited by board policy. Written or oral evaluation is a continuing process in each class. Teachers determine grades by consideration of daily class work and recitations, attendance, individual projects, homework and related activities, as well as performance on various types of tests. Grades will be sent to parents at the end of each quarter. Students and parents should feel free to discuss the grading system used by each teacher.

Generally the grades can be interpreted to represent the following:

Grades 7-8	Grades 4-6
A = 93 - 100% Excellent	A = 90 – 100%
B = 85 - 92 Good	B = 80 – 89
C = 78 - 84 Average	C = 70 - 79
D = 70 - 77 Below Average	D = 60 - 69
F = Below 70 Failing	F = Below 60
I = Incomplete --Work can be made up for credit within two weeks	

Grades issued for progress in classes other than regular will not be used in the determination of scholarly achievement. Students’ academic progress is also maintained on the Power School system.

At the Elementary School, learning is a continuous process that children are just beginning in the elementary grades. Throughout their school years, the basic skills will be taught and reinforced many times. Our goal in the elementary grades is to give students a strong foundation in education and a positive attitude toward learning and school.

The K-3 elementary report card is a record of student progress. Evaluation will consist of a developmental assessment of how your child is progressing in their grade level. Teachers will provide documentation showing the progress of the student. Teachers determine student grades by consideration of daily class work, mastery, fluency, participation, individual and group projects, homework, mastery of standards, and multiple assessment tools. Report cards will be distributed to parents at the end of each quarter. Students' academic progress is also maintained on the Power School system.

**Section 2 High School Yearly Course Requirements**

High school students in all grade levels are required to register in the following courses during the respective grade level:

9th Grade	Math; English, Physical Education; Physical Science; Electives
10th Grade	Math; English; Biology; World Cultures; Electives
11th Grade	Math; English; Science; American History; Electives
12th Grade	English; American Government; Electives

Within the 4 year time frame, students will also need to complete speech and business course requirements. All students are required to successfully complete 85 or 80 (depending on graduation year) elective credits.

**Section 3 Graduation Requirements**

To participate in commencement exercises or receive a Syracuse-Dunbar-Avoca Public Schools' diploma, a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions.

To be eligible for graduation from Syracuse-Dunbar-Avoca High School, a student must have earned a minimum of 250 semester hours credit in grades 9 through 12 inclusive. A minimum of 40 earned semester hours credits must be earned during the school year in which the student intends to graduate. Credit hours will be computed in accordance with the Nebraska Department of Education.

Satisfactory completion of the following courses must be presented in the candidate's record:

English	40 semester hours
Social Sciences	30 semester hours
Science	30 semester hours
Math	30 semester hours
P.E. and Health	20 semester hours
Programming I	5 credit hours

Information Technology	5 credit hours
Speech	5 credit hours
Personal Finance	5 credit hours

Exceptions to these requirements may be made by the Board of Education upon the recommendation of the Superintendent, who will support the recommendation with justifiable reasons. A complete record of the recommendation and of the action taken upon it by the Board shall be included in the minutes. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance. Students receiving a Certificate of Attendance shall not be eligible to participate in graduation exercises.

#### **Section 4 Early Graduation**

Students must meet all completion requirements established by the Board of Education in order to be eligible for completion, as well as the credit hour requirements in each specific subject matter area.

1. Application for early completion must be requested, in writing, to the high school principal by the 1st semester drop/add deadline of the applicant's Senior year of high school. The application must be accompanied by a written plan of action stating the reasons why the student is requesting early completion. The application must contain the signatures of the applicant's parents/parent/guardian to verify parental approval of early completion.
2. After meeting with the parents and student, the principal will make a recommendation to the superintendent and Board of Education.
3. Once given approval, the applicant will have until February 1 of the applicant's Senior year to notify the high school principal of the applicant's decision in regards to participating in the regularly scheduled graduation ceremony. The applicant must also attend Commencement practice in order to participate in the Commencement ceremony. No early graduation ceremonies will be provided for a student who opts for the early completion route.
4. A student who decided to opt for early completion is not eligible to participate in school sponsored activities following the last day the student attends classes. The effective date for participation will end with the last day that the student is enrolled in classes. The only school activity that the applicant is eligible for will be the regularly scheduled graduation ceremony.

#### **Section 5 Promotion and Retention**

Students will be placed at the grade level and in the courses best suited to them academically, socially, and emotionally as determined by the school's professional staff. 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.

#### **Section 6 Schedule Changes**

Students needing schedule changes should notify the Principal or designee. Schedule changes must be initiated by the teachers involved, the Principal or counselor, and the student's parent or guardian. Final approval of all schedule changes will be made by the Principal or designee.

### **Section 7 Interim Reports**

Various supplemental reports may be made available 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 appropriate.

### **Section 8 Report Cards**

Report cards are issued at the end of each quarter.

For secondary students, letter grades are used to designate a student's progress. A grade of "F" (failing) carries no credit. A grade of "I" (incomplete) received at the end of a grading period must be made up within two (2) weeks or missing assignments will receive grades of "0" and those grades will be averaged into the final grade. No incompletes will be given at the end of the fourth quarter, as all coursework must be completed by the end of the fourth quarter. All grades are subject to adjustment by the Principal for academic reasons.

### **Section 9 Parent-Teacher Conferences**

Parent-teacher conferences will be held once a semester. There will also be an open house night. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by making arrangements with the teachers.

### **Section 10 Honor Roll (Grades 7-12)**

The purpose of the honor roll is to recognize those students who demonstrate academic excellence. Soon after the completion of each quarter, Syracuse-Dunbar-Avoca Schools will publish three lists of honor students: (1) High Honors, (2) Honors, and (3) Honorable Mention. Students may qualify for Honorable Mention by having no grade below B; for Honors they must have at least two grades of A and no grade lower than a B; and for High Honors all grades must be an A. The honor lists are printed to recognize publicly those students who have achieved academic excellence. High school class rank is determined each semester by the total accumulated grade point average of regular classes.

### **Section 11 Academic Status Report (Grades 7-12)**

**Grades 7-8:** An Academic Status Report will be printed at the conclusion of every week. This report will be a listing of all students currently failing one or more classes. This report will be the guide to determine activity participation for the upcoming week and pass privileges. If a student is failing two or more classes at the conclusion of the week, he/she will not be allowed to participate in/nor attend school activities the following week (Sunday through Saturday.) Students attending an activity while on the ineligibility list will be ineligible for an additional week. Students on the ineligibility list will also not be allowed to leave school early with a team. If a student comes off the Academic Status report during the week, they then become eligible at that time. Additionally, if a student is failing two or more classes, they will not be given pass privileges unless the pass is signed by the teacher of a class he/she is failing.

**Grades 9-12:** An Academic Status Report will be recorded at the conclusion of each school week. This report will be a listing of all students currently failing one or more classes. This report will be the guide to determine activity participation for the upcoming week and pass privileges. If a student is failing two or more classes at the conclusion of the week, he/she will not be allowed to participate or attend school activities the following week (Sunday through Saturday). A student may become immediately eligible if they are passing ALL of their classes. Confirmation that the Student is passing must come from the principal or his/her designee. Students attending an activity while on the ineligibility list will be ineligible for an additional week. Once students are off the ineligibility list, their privileges will be reinstated the following week. Students on the ineligibility list will not be allowed to leave school early with a team. Additionally, if a student is failing two or more classes, they will not be given pass privileges unless the pass is signed by the teacher of a class he/she is failing.

## **Section 12 Missing Assignments/Late Work (Grades 4-12)**

**High School:** It is the responsibility of all students to turn in their assignments in a timely manner. On any day of the week teachers may also require students to come to school early or stay after school to complete missing work. Teachers will notify parents/guardians by phone or email of failing grades. Acceptance of late work is at the discretion of each individual teacher and will be covered in their syllabi. After school tutoring is available to all students on Tuesdays and Thursdays after school from 3:30-4:15 p.m.. In addition, students may be assigned by any classroom teacher to after school tutoring for failing to complete classroom work.

### **High School Afterschool Tuesday/Thursday Process:**

- Teachers will notify the room supervisor by 12:00pm of the students afterschool placement.
- The room supervisor will email the parents, teachers and the student of the afterschool placement.
- If the student does not show the room supervisor will notify the parents. Failure to attend will result in the student receiving a zero on the assignment.

**Middle School Late Work Policy:** Our late work policy provides an opportunity for students who are failing to complete their work and get additional help from school staff. The process for late work is explained below:

1. Teacher fills out a late work triplicate slip and the student attaches the white slip to their planner.
2. Teacher keeps the pink slip and turns in the yellow slip to the office.
3. Student turns in late work to the teacher by 8:15 a.m. of the next school day. Teacher turns in pink slip to office marked done.
4. If the student does not complete or turn in the work by 8:15 a.m. of the next school day to the teacher, the teacher notifies the office of lunch and/or after school study session.
5. The office or teacher notifies parents of lunch and/or after school study session. The student will be assigned an after school study session with a staff member until 3:45. The student continues study sessions until work is completed and turned into the teacher.
6. The 7th-8th grade teachers may take a 10% deduction of the assigned late work.

7. Teacher marks graded late assignment in PowerSchool.

### **Section 13 National Honor Society**

The National Honor Society chapter of Syracuse-Dunbar-Avoca 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 (4) 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 (5) member Faculty Council, appointed by the principal, which bestows this honor upon qualified students on behalf of the faculty of our school each semester.

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 3.3 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 experience and participation in school or community service is required.

To evaluate a candidate's character, the faculty council uses two (2) 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 (4) criteria (or better) that led to their selection. This obligation includes regular attendance at chapter meetings when and as scheduled and participation in the chapter service projects(s).

#### 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; 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.

The student may appeal the Principal's decision to the Superintendent by giving written notice of appeal to the Superintendent within ten (10) calendar days of receipt of the Principal's removal decision. The appeal procedures shall be established at the discretion of the Superintendent 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 Senior Release**

Senior students who are able to arrange schedules so they are enrolled in a minimum of five full-time classes at the beginning or the end of the school day may be released if the additional following conditions are met:

- (1) They must be in their seventh semester of attendance and in good academic standing.
- (2) They meet with the high school principal and/or counselor.
- (3) They provide written permission from a parent or guardian.
- (4) Arrangements for senior release must be made before the add/drop deadline (First 5 days of the semester).
- (5) Students understand that senior release is a privilege that may be removed if students fail to meet any academic requirements on their course schedule.

### **Article 6 - Support Services**

#### **Section 1 Special Education Services**

##### What Does Special Education Mean?

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

##### Students Who May Benefit

A student verified as having autism, behavior disorders, deaf-blindness, developmental delay, hearing impairments, mental handicaps, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain injury or visual impairments, who because of these impairments need special education and related services.

##### How are Students With Disabilities Identified?

Referrals are made by staff or parents to the Multi Tiered Systems of Support Team (MTSS). If the MTSS Team or comparable problem-solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

##### 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 the school's 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 (3) years by the student's IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, is needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

### Individual Education Program (IEP)

Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infants and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents will be given 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). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Determination of a student's educational placement will be made by the IEP team.

Written notice shall be given to parents at 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.

### More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Superintendent or obtain information on the school website. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website.

## **Section 2      Students with Disabilities: Section 504**

Accommodations and related services are made available to students with disabilities under

Section 504 of the Rehabilitation Act of 1973. Under Section 504, parents have the following rights:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's 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. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
5. Have your child receive services and be educated in facilities which are comparable to those provided to students without disabilities.
6. Have your child receive an individualized evaluation and receive special education and related services if your child is found eligible under Section 504.
7. Have evaluation, eligibility, educational and placement decisions made based on a variety of information sources and by persons who know your child and who are knowledgeable about the evaluation data and placement options.
8. Have transportation provided to and from an alternative placement setting at no greater cost to you than would be incurred if your child were placed in a program operated by the school district.
9. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the school district.
10. Examine all relevant records relating to decisions regarding your child's identification, evaluation, and placement. Obtain copies of educational records at a reasonable cost on the same terms as records are provided to students without a disability unless the fee would effectively deny you access to the records.
11. Receive a response from the school district to reasonable requests for explanations and interpretations of your child's records.
12. Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading, or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
13. File a local grievance in accordance with school policy.
14. Request an impartial hearing related to decisions regarding your child's identification, eligibility, and educational program or placement with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. This is provided in the local grievance procedure.

### **Section 3 Health Services**

#### **Student Illnesses**

School personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home may include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by school

personnel 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. They should be fever free for 24 hours without the use of fever reducing medication before returning to school. Students should also be vomit free for 24 hours before returning to school.

### 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 a child has two (2) cases of live lice in a semester, the child 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 (2) 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. Classroom-wide or school-wide head checks will be conducted as needed in order to control the condition at school.

### Guidelines for Administering Medication

Whenever possible, students should be provided medications outside of school hours. In the event it is necessary that a student take or have medication at school, the parents/guardians must provide a signed written consent for the student to be given medication at school. A consent form is available at the school office. If a student has asthma or diabetes and is capable of self-managing his or her health condition, the student may coordinate with the school office to develop a self-management plan.

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. Medications may require a physician's authorization to be given at school or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition.

### School Health Screening

Children in Pre-Kindergarten through seventh grade, as well as children previously identified are screened for vision, hearing, dental defects, height, and weight. The screening program also incorporates blood pressure at the sixth grade. Students with identified health concerns may also be screened. Parents who do not wish their child to participate in the school screening program must communicate in writing to the school health office at the start of the school year.

### Physical and Visual Examination

Evidence of a physical examination and a visual evaluation is required within six (6) months prior to entrance into kindergarten and, in the case of transfer from out of state, to any other

grade. A physical examination is also required prior to entrance into the seventh grade. The physical examination is to be completed by a physician, a physician's assistant, or an advanced practice registered nurse; the visual evaluation is to be completed by any of the forgoing or an optometrist. A parent or guardian who objects to the physical examination and/or visual evaluation may submit a written statement of refusal for his or her child. Waiver forms are available in the school health office. Additional physical examination requirements exist for students participating in athletic participation.

### Immunizations

Students must show proof of immunization. A 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 must complete an affidavit.

Unimmunized students may nonetheless 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 provided within 30 days of enrollment of a student in school for the first time.

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.

### Asthma, Anaphylaxis, and Allergic Reaction Protocol

The District will adopt and implement the Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis Protocol as required by the Nebraska Department of Education.

The Superintendent, in conjunction with licensed health personnel, shall establish administrative regulations for the implementation of this policy. The regulations established shall comply with NDE rules regarding the protocol to follow in case of a life-threatening asthma or systemic allergic reaction (including anaphylaxis) and use of an EpiPen and albuterol. These regulations and protocols shall also ensure that each school building will procure and maintain the equipment and medication necessary under the protocol in the case of any student or school staff emergency. Staff training in using the protocol shall occur periodically. Records of such training and occurrences of administering medication under the protocol shall be maintained.

The Emergency Protocol shall be implemented, and the equipment and medication necessary to implement the Emergency Protocol shall be maintained, at each school building while school is in session. For purposes of the Emergency Protocol, the phrase "while school is in session" is defined as the core instructional school day. The "core instructional school day" is defined as that portion of each day school is in session during which teachers are on duty to provide and students are scheduled to receive instruction in the School District's curriculum, generally beginning at 8:00 a.m. and ending at 3:30 p.m. The Emergency Protocol shall not be required to

be implemented other than in the school buildings while school is in session, and as such is not required to be implemented at extracurricular activities, on school buses, or during school field trips.

Implementation of the Emergency Protocol at such non-mandatory times or places shall be made in the discretion of the administration and shall be subject to the availability of the employees designated or trained in implementation of the Emergency Protocol and the availability of the necessary equipment and medication at such times or places. The parent or guardian of a student of minority age may sign a waiver requesting that their student not receive emergency treatment under this protocol.

The Superintendent or designee shall further develop and implement protocols to address anaphylaxis and the emergency use of epinephrine at school buildings and school-sponsored activities. A school nurse or trained staff member may administer epinephrine to any individual believed to be experiencing anaphylaxis. These protocols will also address the District's response, documentation, notification, and reporting any instances of administering epinephrine. The District will continue to implement individualized health or Section 504 plans for students with known severe allergies, and nothing in this policy limits rights or accommodations under Section 504, the ADA, or the IDEA.

#### **Section 4      Transportation Services**

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the following rules while riding school buses:

##### **Behavior on School Buses**

1.      General Conduct Rules Apply: While riding a school bus, a student must follow the same student conduct rules which apply when the student is on school property or attending school activities, functions, or events. There are also special conduct rules for riding school buses. These rules also apply to riding other school vehicles.
2.      Special Conduct Rules for Riding School Buses.
  - A.      Rules for Getting On and Off the Bus
    1.      Be on time to be picked up. As a general rule, get to your bus stop five (5) minutes before your scheduled pick-up time. If you miss the bus, immediately return to your home, and tell your parents so they can take you to school.
    2.      While waiting for the bus, stay at least five (5) feet away from the street, road, or highway. Wait until the bus comes to a complete stop before approaching the bus.
    3.      You may exit the bus only at your approved destination (your school or your approved bus stop). Exit the bus as directed by the driver. Do not run.
    4.      If you must cross the street after exiting the bus, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.

## B. Rules on the Bus

1. Be respectful of the bus driver. Immediately follow all directions of the driver and any paraeducator or adult on the bus.
  2. Sit in your seat facing forward. Use seat belts in vehicles in which they are available.
  3. Talk quietly and use appropriate language.
  4. Keep all parts of your body inside the bus.
  5. Keep your arms, legs, and belongings to yourself.
  6. No fighting, harassment, bullying, intimidation, or horseplay.
  7. Do not throw any object.
  8. No eating, drinking, use of tobacco, alcohol, drugs, or flammables.
  9. Do not bring any weapon (real or imitation) or dangerous objects on the school bus.
  10. Do not damage the school bus.
3. Getting the Driver's Assistance: If you need assistance from the driver, wait until the bus is at a full stop. If you are close enough, tell the driver what you need. If you are too far away for the driver to hear you, ask a student in front of you to get the driver's attention. If necessary, walk up to the driver, while the bus is at a full stop. If you need immediate assistance in an emergency, take all action needed to safely get the help of the driver.
4. Consequences for Rule Violations: Consequences for school bus misconduct may include restriction or suspension of bus privileges and other disciplinary measures, up to and including expulsion from school.

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

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

The District is a safe and drug-free school zone. Any use, possession, distribution, manufacture, sale, consumption, or ingestion of illicit drugs or tobacco products on school grounds, at a school activity, or in a school vehicle is strictly prohibited.

### **Section 2 Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs. The curriculum includes the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades.

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 will be provided with an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs. Information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs is available to all of the students upon request of the Counselor.

Safe and Drug-Free Schools—Parental Notice. Pursuant to the provisions of federal law, 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, then the parent may notify the District of such objection in writing. Upon receipt of such notice, the student will be withdrawn from the program or activity to which parental objection has been made.

### **Section 3 Standards of Student Conduct Pertaining to Drugs, Alcohol and Tobacco**

The District prohibits the possession, use, or distribution of illicit drugs (including electronic nicotine delivery systems) and alcohol on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. The conduct prohibited includes, but not be limited to, the following:

1. Possession, use, distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product.

### **Disciplinary Sanctions**

Violation of any of the above prohibited conduct will result in student discipline, up to and including expulsion and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and unlawful substances may be turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardians will be notified.
5. Law enforcement may be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

## Article 8 – Student Conduct Rules

### Section 1 Purpose of Student Conduct Rules

These student conduct rules are established to maintain a school atmosphere which is conducive to learning, to aid student development, to further school purposes, and to prevent interference with the educational process. Violations of these student conduct rules will result in disciplinary action.

### Section 2 Forms of School Discipline

Students who violate the student conduct rules may be subject to the following forms of discipline:

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 (5) 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, but not more than 48 hours, 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. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
- e. A student on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

Notwithstanding the foregoing, no pre-kindergarten through second grade student may be short-term suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with these disciplinary procedures.

2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five (5) school days but less than twenty (20) 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. Pursuant to the Nebraska Student Discipline Act, 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 (10) school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten (10) school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. 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. Suspension 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 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. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

- 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 offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program to complete classwork and homework. 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”) if the Superintendent approves the suspension of an expulsion. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one (1) of the six (6) regional accrediting bodies in the United States.
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 (5) school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or designee determines that an emergency exclusion shall extend beyond five days, a hearing may, upon a parent or guardian’s request, be held and a final determination made within ten (10) school days after the initial date of exclusion. Such appeal procedures shall substantially comply with the procedures set forth in this

Handbook for a long-term suspension or expulsion and be modified by the Board of Education 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.
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, well-being or rights of other students, staff, or visitors.
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 interfere with the educational process otherwise seriously. 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.
  - a. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  - b. 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.
  - c. 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.
- d. 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.
  - e. 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.
  - f. 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.
  - g. 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.
  - h. Public indecency or sexual conduct.
  - i. 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.
  - j. 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.
  - k. 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.

- l. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
- m. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
- n. 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 (including skin color, hair texture and protective hairstyles), gender, disability, national origin, or religion.
- o. 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.
- p. Willfully violating behavioral expectations for riding school buses or vehicles.

In addition to the foregoing, 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 known and intentional possession, use, or transmission of a dangerous weapon other than a firearm. 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 to 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.

Further, a student will be expelled for one (1) calendar year if the student knowingly and intentionally possesses, uses, or transmits 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. The term “firearm” means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. The only exception to this rule is if the student obtains prior written permission to bring the firearm on school grounds by the Superintendent for a school-related purpose.

8. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules may be grounds for disciplinary action, up to and including an expulsion.
- a. 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. The following is a non-exhaustive list of examples of attire that are not appropriate at school:
- i. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - ii. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horseplay” or that would damage property (e.g. cleats).
  - iii. Headwear including hats, hoods, caps, and bandannas.
  - iv. Clothing or jewelry which exhibits nudity, makes sexual references, or carries lewd, indecent, or vulgar double meaning.
  - v. Clothing or jewelry that is gang related.
  - vi. Any other clothing that the administration deems inappropriate for the school setting.

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.

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 may result in more serious 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 serious discipline, up to expulsion.

- b. Academic Integrity.
- i. 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 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.

ii. 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 formula 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 the 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:
- (i) 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 may 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 standard, the instructor may assign a grade which the instructor determines to be appropriate for the work.
  - (ii) 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.
  - (iii) 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.

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:
- a. 1st Offense: Student will be directed to stop.
  - b. 2nd Offense: Student will be directed to stop, and parents will be notified.
  - c. 3rd Offense: Student will be suspended from school for a minimum of one (1) day, and parents and student will need to meet with the administration to address the ongoing conduct.

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.

10. Law Violations

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.

11. Anti-Bullying:

One of the missions of the District is to provide safe and secure environments for all students and staff. Students who are the victim of bullying or harassment or who observe such occurrences are to promptly report the problem to their teacher or to the Principal so the problem can be addressed. Students who make reports of bullying activity will not be retaliated against for making the report. The school's anti-bullying is available for review on the District's website.

12. Network, E-Mail, Internet, and Other Computer Use Rules:

a. General Rules:

- i. The network is provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Access for all staff and students is a privilege and not a right.
- ii. Individual users of the district network are responsible for their behavior, actions, problems, and communications involving and over the network. Users will comply with district rules and will honor the agreements they have signed. Beyond clarification of such rules, the district is not responsible for restricting, monitoring, editing, or controlling the information, equipment or communications of individuals utilizing the network or the end product or result of such utilization.
- iii. Network storage areas shall be treated like school lockers for students. Network administrators may review files, information, equipment, messages and communications of staff and students to maintain system integrity and ensure that users are using the network system responsibly. Users should not expect that files or any information stored or otherwise used or retained on the network, district servers, or in computers, will be private. No reasonable expectation of privacy shall exist in relation to network use.
- iv. Users should not expect, and the district does not warrant, any information or products obtained from the network, that files or information stored, obtained, or used on the network will be private, and use of the network waives and relinquishes all such privacy rights, interests or claims to confidentiality the user may have under state or federal law.
- v. The district will not be liable for, and does not warrant in any way, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.

b. Rules for Acceptable Use of Computers and the Network: The following rules for acceptable use of computers and the network, including Internet, shall apply to all students:

- i. Students shall not erase, remake, or make unusable anyone else's computer, information, files, or programs.

- ii. Students shall not let other people use their name, account, log-on password, or files for any reason (except for authorized staff members).
- iii. Students shall not use or try to discover another user's account or password.
- iv. Students shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
- v. Students shall not copy, change, or transfer any software or documentation provided by teachers, or other students without permission from the network administrators.
- vi. Students shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code, software or information designed to self-replicate, damage, or otherwise hinder the performance of the network or any computer's memory, file system, or software.
- vii. Students shall not use the computer to annoy or harass others with language, images, or threats. Users shall not access, accept, create, or send any obscene, vulgar, lewd, tasteless, or objectionable messages, information, language, or images.
- viii. Students shall not damage the network or equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources.

### **Article 9 – Student Fees Policy**

The District's general policy is to provide free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District has set forth in policy its guidelines or policies for specific categories of student fees. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The policy includes specifics of student fees and materials required of students for the current school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics. The District's entire Student Fees Policy is available on the District's website.

### **Appendix "1" to the Student Fees Policy of Syracuse-Dunbar-Avooca Public Schools Additional Specification of Required Materials and Fees<sup>1</sup>**

<b>Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>2</sup> or Specific Material Required</b>
<b>K-3 Elementary Program</b>		
Physical Education classes	Appropriate clothing (non specialized attire)	Tennis shoes
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music	Appropriate clothing (non-specialized attire)	None--necessary classroom supplies will be made available by the school
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Field Trips	Transportation and admission costs of field trips	None—costs of school sponsored, class related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$15.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free reduced lunch eligible students.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals		Breakfast-- \$2.35 Lunch--\$3.30 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.

<b>4- 12 Secondary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Physical Education classes	Appropriate clothing (non specialized attire)	Tennis shoes
Art and shop classes and special projects	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes
Music—Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Damage deposit of \$75.00 for use of school owned instrument.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
School Meals		Breakfast- \$2.35 Lunch--\$3.55 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	None--Any postsecondary education costs are to be paid directly by students to the college.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$275 resident and \$325 for non-resident. Other classes: \$300 per class.
Parking	Use of school parking lot during school day	None. Students may be required to register a license plate number.
<b>Extracurricular and other programs</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
<b>Athletic Programs</b>		

1. Admission	Spectator fees for admission to events	Varsity & Jr. Varsity Events \$5.00 JVEvents/Reserve Only \$4.00 Jr. High Events \$4.00  Student Passes \$40.00 per person  For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.
3. Athletic Participation Fee	Fee to participate in athletic programs.	In the event an athletic participation fee is charged, the fee will be \$50 per year maximum.
4. Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:  Basketball -No additional Cross County - No additional Football - Mouthpiece Golf - Golf bag & clubs Softball - Softball glove Speech/Debate - Dress attire; copies of research Track - No additional Volleyball - Volleyball knee pads Wrestling - Wrestling headgear Cheerleading and Dance Team Squads Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
5. Travel Meals	Meals	Students are responsible for their own meals while traveling. Individual sports or activities may request students to pay up to \$50 per season to be used towards team travel meals.
6. Locker use	Padlock for gym locker	Students are responsible for the cost of replacement if lost or damaged.

7. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
8. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Annual dues not to exceed \$50.00 per club.
9. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$75.00.
<b>Clubs/Organizations</b>		
Future Business Leaders of America (FBLA)	State & national dues, meals and activities	Annual dues not to exceed \$75.00 per club.
FFA	State & national dues, meals and activities	Annual dues not to exceed \$75.00 per club.
SOS or Future Career/Community Leaders (FCCLA)	State & national dues, meals and activities	Annual dues not to exceed \$75.00 per club.
National Honor Society	State & national dues, meals and activities	Annual dues not to exceed \$75.00 per club.
Student Council	State & national dues, meals and activities	Annual dues not to exceed \$75.00 per club.
<b>Social &amp; Recognition Activities</b>		
1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	\$25.00 per event
3. Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.

4. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities.
5. Trips	Transportation, lodging, meals, admission to events, etc.	Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.

## Article 10 – State and Federal Programs

### Section 1 Notice of Nondiscrimination

The School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), 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 the admission, access to its facilities or programs or activities, treatment, or employment.

### Section 2 Designation of Coordinators

Any person having concerns or needing information about the District’s compliance with anti-discrimination laws or policies should contact the District’s designated Coordinator for the applicable anti-discrimination law.

Law, Policy, or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race (including skin color, hair texture and protective hairstyles), color, or national origin; harassment	David Kraus, Superintendent

Title IX	Discrimination or harassment based on sex; gender equity	David Kraus, Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disabilities Act (ADA)	Discrimination, harassment, or reasonable accommodations of persons with disabilities	David Kraus, Superintendent
Homeless student laws	Children who are homeless	David Kraus, Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	David Kraus, Superintendent

The Coordinator may be contacted at: 550 7th St. Syracuse, NE 68446, 402-269-2383

### **Section 3 Multicultural**

The philosophy of the District’s multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination, or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

### **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 to qualifying students with disabilities under Section 504 of the Rehabilitation Act. 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.
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 to 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 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:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in Syracuse-Dunbar-AvoCa Public Schools.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate 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 information about the student designated as directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

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 which 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/or 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 Military Recruiters**

The District will provide military recruiters with access to routine directory information of each high school student unless the student's parent or guardian requests in writing that their student's information not be shared with a military recruiter. Parents and guardians who do not want their student's information to be shared with a military recruiter must notify the high school principal in writing. If a parent or guardian does not notify the high school principal in writing, the District will provide a military recruiter with the student's routine directory information.

#### **Section 7 Combined District and School Title I Parent and Family Involvement**

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 is available for review on the District's website.

#### **Section 8 Student Privacy Protection Policy**

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 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 time 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: a student or parent’s first and last name, home address, telephone number, and 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 which 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.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District will 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 11 Homeless Students**

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths. Any person with knowledge of a homeless student in the District should contact the District’s Homeless Coordinator. A copy of the District’s Homeless Policy is available on the District’s website.

## AVAILABILITY OF HANDBOOKS

The 2026-2027 Student-Parent Handbook of Syracuse-Dunbar-Avoca Public Schools is available on the internet at [sdarockets.org](http://sdarockets.org).

Because of the expense of printing the handbooks, we are asking that you consider using the internet to access and review the 2026-2027 Student-Parent Handbook. Using the internet to access the handbook will allow the district to direct printing dollars to instructional needs and eliminate the need for you to search for your handbook when you have questions throughout the year. Thank you for considering this new use of technology to improve school-home communication.

Please return to the Principal's Office by **August 14, 2026**. This will allow us time to get the Handbook to all students and parents before school starts while avoiding the necessity of printing more copies of the Handbooks than necessary.

- Thank you for providing the 2026-2027 Student-Parent Handbook online. I will review it on the internet. My signed receipt below acknowledges receipt of the Handbook in a satisfactory manner via the internet.**
  
- I prefer a paper copy of the Handbook.**

\_\_\_\_\_  
Name

## RECEIPT OF 2026-2027 STUDENT-PARENT HANDBOOK

This signed receipt acknowledges receipt of the 2026-2027 Student-Parent Handbook of Syracuse-Dunbar-Avoca Public Schools. We understand that the handbook contains student conduct and discipline rules and information about Safe and Drug-Free Schools and that we agree to follow such conduct and discipline rules. This receipt also serves to acknowledge that we understand 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 respond to harassment or discrimination.

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

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

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

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

# **Syracuse-Dunbar-Avoca Teacher Handbook 2026-2027**



## **The Mission of SDA Schools**

**Cultivating a positive culture where every individual can  
maximize their potential.  
We are the Rocket Family.**

[www.sdarockets.org](http://www.sdarockets.org)

**High School: 402-269-2381**

**Middle School: 402-269-2388**

**Elementary School: 402-269-2382**

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**Syracuse-Dunbar-Avoca Public Schools Teacher Handbook  
2026-2027 School Year**

**FOREWORD**

**Section 1 Intent of Handbook**

Welcome to Syracuse-Dunbar-Avoca Public Schools! This handbook is intended to be used by teachers and other certificated staff to provide general information about Syracuse-Dunbar-Avoca Public Schools and to serve as a guide to the District’s policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to “teachers” are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. 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. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Syracuse-Dunbar-Avoca Public Schools and the Syracuse-Dunbar-Avoca Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

Every staff member is subject to the Policies of the Board of Education. As such, every certified staff member should review the Policies of the Board of Education, available online at: [www.sdarockets.org](http://www.sdarockets.org)

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will decide based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District. In the event that a staff member does not understand a provision of this Handbook, it is the staff member’s responsibility to seek the administration’s interpretation of such provision.

This handbook will be in effect for the 2026-2027 and subsequent school years unless replaced by a later edition.

## **Article 1 – CONTRACT DAYS**

### **Section 1 Contract Days**

Teachers are contracted for 185 contract days for the school year. Contract days shall be serviced by individual teachers on varying schedules as established by the Superintendent or Superintendent's designee.

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

On or after March 15 of each school year teachers may be requested to accept employment for the next school year. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the designated date shall constitute cause for amendment of termination of the teacher's contract.

Should a teacher wish to resign from employment the teacher must give written notice of resignation to the Superintendent. The request to resign may be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after April 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found.

### **Section 2 Assignments**

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent or designee. A teacher will be expected to devote full time during days of school to the teacher's position and to perform the assigned duties diligently and faithfully to the best of the teacher's professional ability. Job descriptions, where available, may provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the District is an integral part of the overall educational program of the District. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty assignment is a part of the evaluation of the teacher's overall performance to the District.

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file.

#### **Section 4 Grievances and Complaints**

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints shall be addressed through the administrative chain of command, including the process set forth in board policy.

#### **Section 5 Compensation**

Regular Salary and Extra-Duty Compensation. Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent for the certificated teaching staff, and the extra-duty salary schedule also incorporated into the negotiated agreement.

Salary Payments. The salary schedule is based on a 185-day contract. The salary of each professional employee shall be paid in twelve (12) equal installments, with the first payment on the 15th day of September, and each subsequent payment to be made on the 15th day of each of the next eleven months, unless other arrangements are made by the Board of Education with an individual.

#### **Section 6 Benefits**

Teachers are provided benefits in accordance with the negotiated agreement.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is available in the Superintendent's Office.

#### **Section 7 Payroll and Payroll Deductions**

Payroll deductions shall be made in accordance with the law, the negotiated agreement, and/or the consent of the teacher.

#### **Section 8 Expense Reimbursement**

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regularly scheduled working hours between two or more work sites.

Any teacher who has teaching assignments at both buildings and who, as a result, must drive from the High School/Middle School building to the Elementary building or from the Elementary building to the High School/Middle School building during the regular school day, shall be paid \$200 per school year as reimbursement. Those teachers whose assignments require them to make this move less often than daily shall be paid at a proportionate rate based on a 185-day school year. Teachers shall receive approval from their supervisor before incurring any mileage. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. A request for reimbursement shall be accurate. Any teacher who falsifies a reimbursement request may be terminated from employment.

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Building Principal.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Building Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include an itemized receipt sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose. There is no guarantee that teachers will be reimbursed for the purchase of materials or meals. Therefore, teachers should obtain prior authorization from the Building Principal before making such purchases.

## **Section 9 Injuries at Work**

### Accidents

Every accident which results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach, or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

### Workers Compensation

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

## **Article 3 – ABSENCES FROM WORK**

### **Section 1 Paid Leaves**

All leaves (paid or unpaid) are identified in the Negotiated Agreement. If any teacher has a question about their availability or access to leaves, the teacher must contact the business office for verification.

### **Section 2 Payroll Deductions for Absences in Excess of Paid Leave**

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) may be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator.

### **Section 3 Jury Duty Leave**

A teacher who is summoned for jury service must promptly notify the Building Principal. The teacher will be allowed time off for jury duty, pursuant to law.

There will be no loss of salary or deduction to the teacher for time spent in jury service. The District may, at its discretion, reduce the teacher's salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty service.

If a teacher reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the Building Principal.

## **Section 4      Family and Medical Leave Act**

### **Employee Rights and Responsibilities under the Family and Medical Leave Act**

Family and medical leave will be allowed under the terms and conditions of the Family and Medical Leave Act of 1993, as amended (FMLA).

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care, or childbirth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The “leave year” for purposes of the FMLA is a “rolling” 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active-duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, a teacher’s health coverage under a “group health plan” will be maintained on the same terms as if the teacher had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

A teacher’s use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the FMLA leave.

Eligibility Requirements. A teacher is eligible if he or she has been employed with Syracuse-Dunbar-Avoca Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Syracuse-Dunbar-Avoca Public Schools within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the teacher from performing the functions of his or her job or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regiment of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. A teacher does not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. The teacher must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. The teacher may choose, or the District may require use of accrued paid leave while taking FMLA leave. To use paid leave for FMLA leave, the teacher must comply with the District's normal paid leave policies.

Employee Responsibilities. The teacher must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the teacher is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. The teacher also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. The teacher also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District will provide a reason for the ineligibility.

The District will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District will notify the employee.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may

bring a private lawsuit against an employer.

For additional information, you may refer to FMLA posters on employee bulletin boards or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

To submit a request for use of FMLA, or to plan for payment of benefits while on an FMLA leave, contact David Kraus, Superintendent at 402-269-2383.

### **Section 5 Military and Family Military Leave**

Military leave and family military leave will be granted to the extent required by state and federal law and in accordance with Board Policy.

Teachers requesting to take military leave or family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days and consult with their Building Principal to schedule the leave to not unduly disrupt operations of the District. For leaves of less than 5 days, the teacher is to notify the Superintendent of the leave request as soon as practicable. Teachers are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

### **Section 6 Adoption Leave**

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as the teacher is permitted to take a leave of absence upon the birth of the teacher's child.

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the teacher for purposes of adoption. The teacher shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the Superintendent and the teacher may otherwise agree. Advance notice of an anticipated adoption shall be provided by the teacher to the Superintendent as early as possible.

### **Section 7 Subpoena to Testify Leave**

A teacher must promptly notify the Building Principal when the teacher receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the teacher is testifying on behalf of the District, the absence will be treated like a jury duty leave.

In the event the subpoena involves a personal matter, the teacher will be required to use available leave days. The Superintendent shall make the final determination as to whether a matter is personal to the teacher.

## **Section 8 Voting Leave**

Teachers will be allowed paid time off to vote in an election if the teacher: (a) is a registered voter; (b) does not have 2 consecutive hours between the time of the opening and closing of the polls during which the teacher is not required to be present at work; and (c) applies for voting leave prior to or on election day with the Building Principal.

When voting leave is available, a teacher will be entitled to be absent from work on election day for such period as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the teacher's salary on account of such absence. The Building Principal may specify the hours during which the employee may be absent for voting leave.

## **Article 4 – DUTIES AND RESPONSIBILITIES**

### **Section 1 Hours of Work & Meetings**

Regular, dependable, in-person attendance at work is an essential function of a teacher's employment position.

Certificated employees are required to supervise before school, during school and after school as designated by the Principal.

Teachers shall attend meetings assigned by the Superintendent of Schools, principals, department heads, and team leaders.

### **Section 2 Arrival to Duty Assignments**

In order to ensure the availability of teachers outside of class time for helping pupils with specific problems and lessons, teachers shall be in attendance from 8:00 A.M. to 3:45 P.M.

### **Section 3 Leaving School**

Teachers are to be always on duty during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties.

Teachers may not leave school during duty hours without the approval of the Principal. If the absence has been approved, the teacher must check out with the Principal's office when leaving and check back in with the Principal's office upon return. Teachers who need to leave during the school day for reasons of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

### **Section 4 Lesson Plans**

On each contract day, teachers must prepare written lesson plans which cover at least three days of advance instruction. The plans must be in a format accessible to the Principal or substitute teacher if the teacher is absent from school. The lesson plans must be sufficiently clear in

establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress. The lesson plans must give specific reference to other instructional sources immediately available which will enhance the instructional lesson.

### **Section 5 Daily Class Records**

Every teacher is required to keep a complete and easily understandable written or electronic record of the attendance and achievement of every student.

Upon request, a student's individual record in the teacher's class record shall be made available for review or copying. Information relating to other students should not be allowed to be seen by other students or parents.

### **Section 6 Classroom and School Procedures**

Teachers are expected to adhere to the following classroom and school procedures in the performance of their duties:

1. Use of Cell Phones

Teachers shall not use personal cell phones during duty time unless the teacher is using a District-issued application or website that directly relates to their teaching duties.

Teachers are not to use cell phones or otherwise engage in distracted driving while transporting students. This rule applies to the driver regardless of whether the vehicle is in motion. The only exception to these rules is in the case of emergencies. Teachers will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants.

2. Use of Teacher Aides

Teacher aides provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide in a supportive role. Teachers ultimately bear responsibility for the actions that occur in the classroom. A teacher aide is not a sufficient substitute for a teacher's duties. Teacher aides may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating grades and recording grades. Teacher aides are to work only on their assigned workdays and within their assigned workdays. If the teacher desires the aide to work hours other than the assigned work hours or assigned workday, contact the administration for approval.

3. **Use of Student Aides**  
Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades, or record grades. Keys are never to be given to students, whether they are student aides or not. Student aid should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.
4. **Classroom 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.

## **Section 7 Supervision of Students**

Proper supervision of students is necessary for teachers and other adults responsible for students. Teachers and other adults responsible for student supervision are expected to meet the four “P’s” for student supervision and safety.

1. **Proper Supervision**
  - Report to all duty assignments on time.
  - Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
  - Be vigilant while supervising students. Never leave the classroom unattended; the need to make a copy is not greater than the need to supervise students. If an emergency requires that a teacher leave the classroom, request that another nearby staff member cover the class, or notify the office so someone can help. If the teacher is on recess duty, the teacher’s responsibility is to supervise the students in the assigned area. When talking with other adults or students, the primary duty is supervision, and the teacher is to be aware of what all students are doing.
  - If the teacher has seen or has been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, the teacher’s supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
  - Be careful with touching students. The use of corporal punishment is prohibited. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.

- Be careful with language. Profanity or abusive language may not be used. Teachers must be good role models for students. If a student uses such language, the teacher should correct the student and take such disciplinary action as is appropriate, which may include making a report to the administration.
2. Proper Instructions
    - Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
    - Repeat the instructions on how to complete a task that has a heightened risk of danger, as often as needed. Do not assume because students heard the directions once they will be remembered.
  3. Proper Maintenance of Buildings, Grounds, and Equipment
    - Conduct periodic inspections of equipment under your control or in your area of supervision.
    - If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the Principal immediately so repairs may be undertaken.
  4. Proper Warnings
    - If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the Principal immediately so additional warnings may be given.

#### Contact the Principal for Assistance

The Principal should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the Principal cannot be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

#### Student Searches

The Principal should also be contacted before performing searches of students or their belongings. A student suspected of having an item in violation of school rules should be directed to wait until another adult is present, or to follow the teacher to the office if the teacher cannot leave his or her assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

### Student Rights

Students should be treated fairly and given the same treatment without consideration of race (including skin color, hair texture, and protective hairstyles), color, religion, gender, or disability. Students who need reasonable special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff who need to know the information to perform their duties.

### **Section 8      Managing Student Conduct**

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for all students in the hallways, in the restrooms, at assemblies, at pep rallies, in other open spaces, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or parent conference, or a referral to an administrator.

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class, students must be made aware of classroom expectations.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, problems continue, talk to the Principal about possible alternatives in discipline procedures. Be attentive and respond to “bullying.”
4. If a student continues to cause problems, inform the Principal. Be sure to state the problem clearly and expectations in terms of assistance, as, at times, the student’s and teacher’s stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the Principal or the counselor when sent.
6. Refer students with continued and significant behavioral problems to the MTSS team for a determination of whether the student needs special services. Contact the principal, counselor or designee if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.

8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in the District and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself, and others, and to protect property as may be reasonable.
10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Section 9 Dispensing Medication**

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the nurse's office; except for students who have a diabetes self-management or asthma self-management plan. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol. Any questions about these rules are to be addressed to the Principal.

### **Section 10 Reporting Child Abuse**

Teachers are to promptly report to the appropriate law enforcement agency and the Principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. Administrative staff may sometimes choose to make a report for a teacher. However, simply informing a Principal or supervisor does not end the teacher's responsibility; teachers are obligated by law to make certain a report was made if they do not do it themselves.

## **Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Professional Ethics Standards**

The School District expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere include those set forth below. 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 public school certificate holders in the State of Nebraska and for all educators, including administrators, 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:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), 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.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

### **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:

- A. Shall permit the student to pursue reasonable independent scholastic effort and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. 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.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

### **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 responsibility for instilling an understanding of 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:

- A. 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.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. 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:

- A. 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.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. 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:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

### **Section 2 Evaluations**

Evaluations of teachers will be conducted in accordance with the District's evaluation policy. Supervisors reserve the right to observe, appraise, or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

### **Section 3 Role Model**

At all times, teachers serve as role models for students, and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner.

- A. Notification of Arrest

Teachers must notify Superintendent by the next business day after:

1. Arrest or Criminal Charges. The teacher is arrested, ticketed, or issued a criminal charge where:
  - a. The maximum penalty for the crime equals or exceeds six months incarceration.
  - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct.
  - c. Conviction would impact performance of teacher's job responsibilities, including offenses that:
    - i. Would impact the responsibility to be a role model for students or relations with other employees of Syracuse-Dunbar-Avoca Public Schools;
    - ii. Would impact the teacher's ability to operate a motor vehicle if the teacher at times needs to travel during duty time or the teacher at times drives students; or
    - iii. Would impact the teacher's Commercial Drivers License if the teacher's job requires that the employee have a CDL.
  - d. The arrest or the alleged criminal activity occurred while the teacher was on duty, on property of Syracuse-Dunbar-Avoca Public Schools, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

Teachers must also promptly report to the Superintendent whenever the teacher has been sentenced to be incarcerated for any period, even if the offense is not otherwise reportable.

2. Certificate or License. The teacher becomes aware that a complaint has been filed against the teacher that could affect a certificate or license required for the teacher's position. This includes proceedings of the Nebraska Department of Education related to an alleged violation of the NDE Standards of Conduct and Ethics, Chapter 27, and proceedings of the Health and Human Services related to an alleged violation of the professional standards of conduct for the teacher's position.
3. Child Abuse. The teacher becomes aware that a report of child abuse or neglect has been made against the teacher under the Child Protection Act.

Further, teachers must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that occurred at any time. Teachers must disclose such findings within ten days following the Teacher's notice of such determination.

Teachers must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the teacher's confidential criminal background file.

Failure to notify as required under this section may subject the teacher to disciplinary action, including termination.

## B. Civility

Each teacher shall behave with civility, fairness, and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with Syracuse-Dunbar-Avooca Public Schools. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, unprofessional, violent, or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, social media communications and email messages.

Any teacher aware of another teacher's uncivil behavior shall report the conduct to the teacher's immediate supervisor or to the Superintendent. There will be no retaliation against the person for making the report.

## C. Tobacco

The use of tobacco products is prohibited on school grounds.

"Tobacco products" 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. This does not preclude adults from wearing non-visible nicotine patches or using nicotine gum without displaying the product container, as part of a smoking cessation program.

## **Section 4 Relationships**

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers must maintain appropriate relationships with students and the community, including parents and patrons. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being prompt and responsive to questions and concerns, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

### Professional Boundaries Between Employees and Students

All teachers are expected to observe and maintain professional boundaries between themselves and students. A violation of professional boundaries will be regarded as a form of misconduct and may result in disciplinary action.

The following non-exclusive list of actions will be regarded as a violation of the professional boundaries that teachers are expected to maintain with a student:

Using e-mail, text messaging, instant messaging, or social networking sites to discuss with

- a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, emailing a message about a student's grades).
- Engaging in social-networking friendships or communications with a student on social networking sites. Material that employees post on social networks that are publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children. Employees shall not friend, communicate with, or follow students on any social networking site.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance - verbal, written, or physical - towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topic that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without the express permission of the student's parent or school administrator unless another adult is in the vehicle.

- Taking a student on an outing without obtaining prior express permission from the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.
- Discussing alcohol, tobacco, or other illicit drugs in a non-instructional setting, such as describing a party that the employee attended.
- Discussing another student's or employee's personal matters when it is not appropriate outside of the instructional setting.
- "Grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District. A teacher seeking an exception must receive advance approval from his or her Principal. If a teacher is unable to communicate with their Principal in advance (such as in the event of an emergency), the teacher must notify the Principal as soon as possible, but not later than 24 hours immediately following the event.

A teacher who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline. A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

### **Section 5 Professional Attire**

It is important for teachers to project a professional image to students, parents, co-workers, and patrons. Appropriate attire and grooming are one of the means of projecting a professional image. Teachers are expected to maintain professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary.

### **Section 6 Private Tutoring**

Teachers are encouraged to provide individual assistance to students as a part of their duties.

Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

### **Section 7 Outside Employment**

Teachers shall not perform duties unrelated to District employment during duty hours without the prior permission of the Superintendent. In addition, teachers shall not engage in employment that conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

### **Section 8 Safe Transportation**

When driving a school vehicle or transporting students, teachers are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems must be utilized by all occupants.

When transporting students, teachers are not to use cell phones or otherwise engage in distractions. This rule applies to the driver regardless of whether the vehicle is in motion. The only exception is in the case of emergencies.

## **Article 6 – ACADEMIC MATTERS**

### **Section 1 Teaching to Student Understanding to Assure Learning**

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education ("special education students"), students with other disabilities which impact the educational program ("504 students"), and limited English proficient students ("LEP or ELL students"). The District's policy is to comply with the state and federal laws and regulations in all respects. Teachers who are assigned special

education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

## **Section 2 Measuring and Reporting Academic Achievement**

**Grades and Grading.** Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education, and the community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessments, and report such results on report cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period.

**Recording Grades.** Each teacher shall record grades in the daily class record or other applicable electronic format. Enough grades must be recorded in the grade book to justify all quarter and semester grades for each student. Teachers must be able to support and justify the grades that each individual student earns.

### **Reconsideration of Grades/Marks**

Questions raised concerning duly assigned grades should be resolved cooperatively in a conference that includes the teacher(s) involved and the Principal. In the event a grade is questioned by parents or students, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue may result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The grades designated by teachers will not be changed unilaterally by the Superintendent unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

**Reduced Credit.** Some students in certain situations may qualify for less than the number of credits normally granted for a course. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced credit should be approved by the Principal.

**Reports to Parents.** Grades and credit are assigned on a quarter or semester basis. Reports will be made available to parents at the close of each quarter during the school year.

## **Section 3 Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent and in advance.

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade books which include all student assignments, work, or tests completed before the Parent-Teacher conference.

## **Article 7 – USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of tobacco (including electronic nicotine delivery systems), alcohol, or a controlled substance is prohibited in the workplace. The possession, use, or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place on school grounds, in a school utilized vehicle or any location over which the District had control. The possession or distribution of a look-alike drug or look-alike-controlled substance is similarly prohibited. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the workplace or on duty time shall be a violation of the drug-free workplace. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the workplace or off duty time.

As a condition of employment teachers will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute arrest, citation, or conviction for a violation occurring in the workplace no later than 5 days after such arrest, citation, or conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies.

### **Section 2 Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination. Teachers shall refer to the District's Board Policies on weapons to determine what qualifies as a weapon. If a teacher remains uncertain whether an object constitutes a weapon, the teacher must consult the Superintendent in advance for a final determination.

### **Section 3 Use of District Computer Network and Internet**

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the District.

As a condition of using the computers and the Internet, teachers agree to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography, or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene, or offensive toward a group or individual based upon race (including skin color, hair texture, and protective hairstyles), color, national origin, religion, disability, age, sex, or other protected category. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
6. Teachers will not attempt to log in to the system as someone other than themselves without the other person's prior permission.
7. Teachers will not use the school network or computers for financial gain or for any commercial or illegal activity.
8. The District reserves the right to inspect a teacher's school computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy regarding the use of the District's computers or Internet system.
9. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
10. Teachers shall not use or access the Internet for any reason that would violate the request that a teacher serve as a role model for students.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action.

#### **Section 4 Use of School Facilities**

A teacher who is issued school keys or fobs shall not lose their keys or fobs and shall not allow others to have access to or use their keys or fobs. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes or has been approved in advance by the Principal.

Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.) and school postage is to be for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, must not be removed for non-school use without prior approval from the Principal.

## **Section 5 Care of School Property**

Teachers are responsible for the proper care of all books, equipment, computers, supplies, and furniture supplied by the school. If an item needs maintenance or repair, report it to the Principal. If a teacher learns that a student has damaged school property or equipment, or if a teacher is responsible for damage to school property, the teacher must promptly report it to the Principal so the item may be replaced or repaired (if possible) and appropriate responsibility for the cost of replacement or repair may be determined.

## **Section 6 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.

## **Section 7 Recording of Others**

To ensure the privacy and confidentiality of student information, no person (including a teacher) is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted, (2) by authorized staff for purposes of child welfare (for example, to record images of injuries to students caused or believed to be caused by another person), or (3) the Principal or Principal's designee. This prohibition applies to all persons, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

## **Section 8 Copyright and Fair Use Policy**

It is the District's policy to follow the federal copyright law. Teachers are reminded that, when using school equipment and when performing school duties, 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.

## **Article 8 – STATE AND FEDERAL PROGRAMS**

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

The School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture, and protective hairstyles), 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 category in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures, or the application of

these policies of nondiscrimination.

Complaint and grievance procedures are provided for by the District and set forth in the Board of Education Policy. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race (including skin color, hair texture and protective hairstyles), color, or national origin) or Section 504 (discrimination, harassment, or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race (including skin color, hair texture, and protective hairstyles), color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights in the U.S. Department of Education (OCR)  
One Petticoat Lane  
1010 Walnut Street, 3rd Floor, Suite 320  
Kansas City, Missouri 64106  
(816) 268-0550; Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

The U.S. Equal Employment Opportunity Commission (EEOC)  
Gateway Tower II  
400 State Avenue, Suite 905  
Kansas City, KS 66101  
(800) 669-4000; TTY: (800) 669-6820; Fax (913) 551-6957

## **Section 2 Designation of Coordinators**

Any person having inquiries concerning the 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: 550 7th Street, Syracuse, NE 68446, (402) 269-2383.

Law, Policy, or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race (including skin color, hair texture and protective hairstyles), color, or national origin; harassment	David Kraus
Title IX	Discrimination or harassment	David Kraus

	based on sex; gender equity	
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment, or reasonable accommodations of persons with disabilities	David Kraus
Homeless student laws	Children who are homeless	David Kraus
Safe and Drug Free Schools and Communities	Safe and drug free schools	David Kraus

**Section 3 Confidentiality of Student Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and family members and students over 18 years of age rights to access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District’s policies under FERPA are found in Board policy and in the student handbook.

**RECEIPT OF 2026-2027 TEACHER HANDBOOK  
OF Syracuse-Dunbar-Avoca PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2026-2027 Teacher Handbook. This receipt acknowledges that it is understood that I will read and be familiar with the handbook, that I will familiarize myself with Board Policies, and that I understand that the District's policies include specific complaint and grievance procedures that must be used for reporting harassment or discrimination.

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

\_\_\_\_\_  
Teacher's Signature

# **Syracuse-Dunbar-Avoca Classified Handbook 2026-2027**



## **The Mission of SDA Schools**

**Cultivating a positive culture where every individual can  
maximize their potential.  
We are the Rocket Family.**

[www.sdarockets.org](http://www.sdarockets.org)

**High School: 402-269-2381**

**Middle School: 402-269-2388**

**Elementary School: 402-269-2382**

## **Section 1 Intent of Handbook**

Welcome to Syracuse-Dunbar-Avoca Public Schools. This handbook is intended to be used by classified employees to provide general information about Syracuse-Dunbar-Avoca Public Schools and to serve as a guide to policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to “Classified Employees” are intended to apply to all staff who are not required by their position to hold a teaching or administrative certificate.

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. 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. This handbook is intended to supplement other documents that deal with your employment, including your employment contract and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law and Board policies and regulations will control.

This handbook does not create a “contract” of employment. Classified employee positions and assignments may be ended or changed on an “at will” basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the 2026-2027 and subsequent school years unless replaced by a later edition.

## **Article 1 – SCHOOL CALENDAR AND SCHEDULES**

### **Section 1 School Calendar**

The calendar is attached at the end of this document.

### **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. The Superintendent will notify local news media when inclement weather warrants such action. The information is broadcast regularly by KNCY 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 10 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. Some staff may be designated as being required to come to school even in the event of a school closing.

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. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers and designated staff will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Emergency Conditions. Syracuse-Dunbar-Avoca 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. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

## Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS

### Section 1 Employment

Employment occurs when the employee signs the Employee's Agreement.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education.

### Section 2 Assignments

The duties to be performed by an employee with the District shall be subject to assignment by the Superintendent. Job descriptions, where available, provide additional information about the position duties.

Employees are to be on duty according to the following schedule:

1. Clerical Workers
  - a. each day school is in session
  - b. all clerical staff members will be on duty one week before and one week after the regular school session or as assigned by the administration
  - c. secretary to the superintendent will be on a twelve month contract with vacation time approved by the superintendent
  
4. Bus Drivers
  - a. all bus drivers are to be on duty each day school is in session
  - b. the bus driver supervisor will be on a twelve month contract with vacation time approved by the superintendent
  
5. Aides
  - a. all aides will be on duty each day school is in session. Additional time worked is at the discretion of the administration
  
- F. Overtime pay is paid for each hour worked in excess of the maximum workweek (40 hours) and is paid at the rate of 1.5 times the employees regular rate of pay.
  
- G. Meals and Lunch Breaks

Classified employees who work a full day will have at least a 30 minute lunch break per day. Lunch breaks will be compensated if:

- a. employees are not relieved of their duties
- b. employees are not free to leave their posts
- c. lunch break is too short to be useful (less than 30 minutes)

- H. Rest breaks may be taken but must be limited to not more than 15 minutes maximum twice each day.
- I. When a storm occurs during school hours, school secretaries and aides will remain on duty unless released by a principal or the Superintendent.
- J. Employees are not expected to report to work when school is called off by weather or other emergencies unless requested to report by the administration.

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to employee personnel files. Employees are to notify the Principal's office of any changes in contact information (address/telephone). For a name change, provide your new social security card. Employees may contact the Principal to request a review of their personnel file.

### **Section 4 Grievances and Complaints**

Employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

### **Section 5 Compensation**

Compensation. Compensation is paid only as authorized by the Board of Education.

Salary Payments. Salary is payable on a once per month basis for those months when services are performed. Employees will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of an employee's employment, or upon fulfillment of the contract, the employee may, at the option of the Board, be paid all wages due in one lump sum. Reimbursements for mileage or other expenses will be considered separate from compensation.

### **Section 6 Benefits**

#### **A. Retirement**

As a classified employee of the district, you must contribute to the School Employees Retirement System.

**Membership Requirements** – You must contribute to the School Employees Retirement Plan (the "Plan") if:

1. your employer is a Nebraska school district, an educational service unit, the State of Nebraska or a county (if your position with the state or county requires you to hold a teaching certificate); and
2. you are a permanent employee who works at least 20 hours per week on an ongoing, regular basis, or have a full-time contract (if you are a teacher or administrator).

As a MEMBER of the School Retirement System, you are required by law to contribute **a percentage of your gross compensation, as established by statute**. Effective July 1, 2025, employee contribution rates will **vary between 7.25% and 9.75%** based on the actuarial funded ratio of the retirement plan, as set forth in state law. The Syracuse-Dunbar-Avooca School District is required by law to match your contributions at the rate of **101%, which remains unchanged under current law**. The employer contributions are not credited to your individual retirement account but provide funding for your benefit at retirement.

The **State of Nebraska will contribute between 0% and 2.0%** of total members' compensation based on the funded status of the plan and may contribute an additional amount if recommended by the actuary to fund the Plan. These funds are appropriated by the Legislature from the state's general fund.

Your retirement benefit is not based on the specific contributions made to your account, but rather is calculated using a formula that takes into consideration your years of service and your average final compensation.

**B. Section 125**

Staff may enroll in the district's Section 125 Plan.

**C. Insurance**

For the 2026-2027 plan year the School District will make the Educators Health Alliance (EHA) \$4,000 deductible health insurance plan available to all classified employees. Employees will be responsible for all premium costs as established annually by the EHA.

**D. Stipend**

Full time staff members employed on a 12-month basis will receive a stipend equal to a single insurance policy.

**Payroll and Payroll Deductions**

Wages/salary and benefits are paid in accordance with the individual employment agreements and negotiated agreement, if any. Payroll deductions shall be made in accordance with law and the negotiated agreement, if any.

**Section 7 Expense Reimbursement**

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the employee's immediate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the employee's immediate supervisor. Employees who purchase materials or supplies without advance approval may not be reimbursed.

Reimbursement for meals or other expenses related to District-required travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

**Section 8 Overtime**

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "A" to this handbook.

Classified employees may be classified as either "exempt" or "non-exempt" for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime, while those who are "non-exempt" are

eligible for overtime.

Non-exempt employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor. The regular workweek for overtime purposes is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour work week. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

### **Article 3 –ATTENDANCE AND LEAVES**

#### **Section 1 Attendance**

Syracuse-Dunbar-Avoca Public Schools depends on each employee to be reliable and punctual in reporting for scheduled work in order to provide the educational program safely and efficiently. Regular, dependable attendance at work is an essential function of each classified employee's employment position.

Employees are to be absent from scheduled work only to the extent reasonably unavoidable. Appointments are to be scheduled for non-work hours whenever possible.

Leaves are to be used for the purpose intended. Abuse of leave privileges will not be tolerated. Such abuse may result in disciplinary action, up to and including termination of employment.

## **Section 2 Reporting Absences and Making Leave Requests**

Employees are to utilize the appropriate notification and approval procedures for all absences. It is important to give as much advance notice of the need to take a leave as possible.

- A. Requesting Use of Leave Days. An employee who wants to use available leave days is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted at least 5 duty days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute. Leave requests should be made as soon as practicable under the circumstances.
- B. Giving Notice of Unscheduled Absences.  
An employee who is unable to request prior advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. Before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report whether the employee will be able to return to work on the next duty day.

## **Section 3 Returning from Absences**

- A. Establishing Fitness for Duty. When an employee is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of 10 days or more due to a personal health condition, the employee must present a written statement from their physician or health care provider to the employee's supervisor stating that the employee is physically able to return to duty. This statement is to be presented in person before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The school district will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

## **Section 4 Paid Leaves**

- A. Paid Leaves Available. Syracuse-Dunbar-Avoca Public Schools makes the following forms of paid leaves available: Sick Leave, Vacation Leave, Emergency Leave and Personal Leave. In addition, Syracuse-Dunbar-Avoca Public Schools complies with laws that require leaves to be allowed without loss of pay, such as for military service and jury duty.
- B. Nature of Paid Leave. Paid leave is available to employees when the following specific conditions are met: (1) the employee is currently employed by the District and (2) the paid leave day is taken on a day the employee would otherwise be expected to be at work; and (3) the employee has met the conditions that are applicable to the type of paid leave that has been requested. The employee is paid at the same rate and the same number of hours that the employee is scheduled to work on the day used.
- C. Leave Year. The leave year for paid leaves is the school fiscal year.
- D. Eligibility Based on Employment Status. For purposes of eligibility for paid leave days, employees are identified as:

12 Month Employees—Employees contracted to work 12 months in the leave year.

Full-Time Employees—Employees scheduled to work in one position at least 1,250 hours per leave year. Eligibility for full-time status treatment based on combinations of positions is subject to prior written approval of the Superintendent.

Part-Time Employees—Employees who are contracted to work at least 9 months in the leave year and who are scheduled to work at least 17.5 hours per week.

Ineligible Employees—Employees who are not Full-Time or Part Time Employees, as defined above, including any employees employed on a substitute or temporary basis. Ineligible Employees are not eligible for any paid leaves.

## **Section 5 Sick Leave**

Days Per Leave Year. Full-Time Employees and Part-Time Employees have 10 days sick leave available per leave year. A “sick day” is provided based on the same number of hours the employee is scheduled to work on the day a sick day is taken. For example, if an employee is scheduled to work 6 hours on a day that sick leave is used, the use of the sick leave on that day constitutes the use of 1 full sick day.

Availability. Sick leave is a paid work day when the employee may be absent from duties. Sick days are only available when the employee is unable to perform assigned duties due to the illness or temporary disability of the employee or due to the employee needing to care for a member of the employee’s immediate family who is ill or has a serious health condition. Immediate family for purposes of sick leave means the employee’s spouse, child, parent, grandparent, sibling, and the employee’s spouse’s parent.

Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of the immediate family member reflect an abuse of sick leave.

Carry-over and Accumulation. Unused sick leave may be carried over from one leave year to the next succeeding leave year to a maximum of 50 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing leave year or years until the accumulated number of days is less than 50, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 50 days.

Unused Days. There shall be no pay for unused sick leave either during or upon ending of employment.

## **Section 6 Vacation Leave**

- A. Days Per Leave Year. 12-Month Employees will have 15 days of vacation leave available per leave year (September 1 – August 31).
- B. Availability. Vacation leave is available for purposes of allowing the employee to attend to personal matters and to take time off work to re-charge. Vacation may be taken on dates approved by the employee's supervisor.
- C. Carry-over and Accumulation. Vacation leave is to be used during each leave year. There is no carry-over or accumulation of unused vacation leave. At the end of each leave year, and prior to the next leave year, the vacation leave available is zero.
- D. Unused Days. In the event the Superintendent determines that the employee has engaged in misconduct, there shall be no pay for unused vacation days. In the event unused vacation is required to be paid, the employee will be paid at the employee’s daily rate of pay at the time the unused vacation day first became available (excluding any extra-duty compensation).

## **Section 7 Bereavement Leave**

- A. Immediate Family. Paid family bereavement leave of 3 days is available in the event of the death of an immediate family member. The term “immediate family” for this purpose is defined as spouse, children, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandparent-in-law, grandchildren, aunt,

uncle, aunt-in-law, uncle-in-law, niece or nephew. Family bereavement leave of 3 days is available for each such death, provided that the total paid family bereavement taken in a leave year not exceed 10 days.

- B. Use of Bereavement Leave. Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee's parent, child or spouse, where grief would be expected to impair the employee's ability to function at work.
- C. Carry-over and Accumulation. There is no carry-over or accumulation of unused bereavement leave.
- D. Unused Days. There shall be no pay for unused bereavement leave either during or upon ending of employment.

~~**Section 8 — Emergency Leave.** Paid emergency leave of 1 day per leave year is available to attend to an emergency that is impossible to schedule during non-duty time, which cannot be performed by someone else and which is not authorized under other leave provisions. An employee shall request only that portion of the day needed to alleviate the situation. Requests for emergency leave must be made 24 hours in advance or such reasonable advance notice as possible. Requests shall be made to the building principal, who shall determine if the situation qualifies for emergency leave. The type of requests that might be determined to be eligible for emergency leave are:~~

- ~~• Legal arrangements related to the immediate family of the employee.~~
- ~~• Compliance with a court summons other than for an employee's criminal violations, civil lawsuits, or matters in which the employee is supporting a relative or friend.~~
- ~~• Transactions of a serious personal business.~~
- ~~• Necessary extension of bereavement leave.~~
- ~~• The death of a friend, relative or acquaintance not covered by death leave.~~

## **Section 9      Personal Leave**

- A. Days Per Leave Year. ~~Two (2)~~ **Three (3)** days of personal leave may be taken without loss of pay. A daily rate of pay will be deducted from compensation for subsequent personal leave absences.
- B. Availability. Personal leave is available when all other forms of paid leave have been exhausted. As a rule, the absence of any employee results in a loss of efficiency. For this reason, all reasonable efforts will be made to eliminate absences for personal reasons to those cases that seem unavoidable or very clearly reasonable. The availability of personal leave is to be determined in the discretion of the employee's immediate supervisor.
- C. Carry-over and Accumulation. There is no carry-over or accumulation of unused personal leave.
- D. Unused Days. There is no pay for unused personal leave either during or upon ending of employment.

## **Section 10    Adoption Leave**

Adoption leave will be granted to the extent required by law. Employees will be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship. Advance notice of an anticipated adoption shall be provided by the employee to their supervisor as soon as possible.

## **Section 11    Unpaid Leaves**

Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) will be subject to reduction for the day or days of work missed.

### **Section 12 Discretionary Leave of Absence**

An employee may apply to the Board of Education for a leave of absence from duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All discretionary leaves shall be without pay except as may be individually negotiated.

### **Section 13 Jury Duty Leave**

An employee who is summoned for jury service must promptly notify their immediate supervisor. The employee will be allowed time off for jury duty.

There will be no loss of salary or deduction in leave time for time spent in jury service, except the District will reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Employees are to notify their supervisor of the amount received for such jury duty.

If an employee, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the employee is to report for duty and resume duties for the balance of the day.

### **Section 14 Subpoena to Testify Leave**

An employee who receives a subpoena to testify in court or to give a deposition that may require an absence from duty must promptly notify their immediate supervisor.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the district, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee is a party to the legal proceeding unless the employee is a party solely due to actions taken in connection with the employee's school duties, the actions of the employee were not inappropriate, and the District is not an opposing party to the employee.

### **Section 15 Voting Leave**

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, the employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's nonworking time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

## **Section 16 Military Leave**

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees must notify their supervisor as soon as they receive notification of activation. Employees are to attach a copy of their orders to a district leave request form when they prepare the request for military leave.

Employees requesting to take family military leave must notify their supervisor at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the school, and for leaves of less than 5 days, notify their supervisor of the leave request as soon as practicable.

Contact the Superintendent for information and forms.

## **Section 17 Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12 month period to eligible employees in specified circumstances. A publication which provides more information about FMLA leaves is attached as an Appendix to this handbook. Some specifics regarding FMLA leave at Syracuse-Dunbar-Avooca Public Schools:

- A. The leave year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee uses any FMLA leave.
- B. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

## **Article 4 – DUTIES AND RESPONSIBILITIES**

### **Section 1 Hours of Work**

Regular, dependable attendance at work is an essential function of a classified employee's employment position.

### **Section 2 Arrival to Duty Assignments**

Schools have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day. Classified employees are expected to know their duty dates and times, and to be on time for work.

### **Section 3 Leaving School**

Employees are to be on duty at all times during the assigned workday. Employees may not leave school or their assigned area during duty hours without approval of the Principal. Employees who leave the school during their designated lunch period must check out with the Principal's office. Employees who leave during their work hours for an approved absence must check out with the Principal's office or their supervisor when leaving, and check back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to check out with the Principal's office or their supervisor and make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

### **Section 4 School Procedures**

Employees are expected to adhere to the following classroom and school procedures in the performance of their duties:

1. Use of Cell Phones

Employees shall not use personal cell phones for any non-school purpose during duty time.

2. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes.

3. Requisition of Equipment and Supplies

Equipment and supplies which are needed for work duties should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of an employee or another District employee.

4. E-mail

Employees may be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for e-mail throughout the day, and should timely respond to e-mails which require a response. Para educators and other staff assigned to work with students should avoid checking and responding to e-mails during instructional or supervisory time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

5. Employee Mail Box

Employees may be assigned a mailbox located in the Faculty Study. Employees should check for mail each morning and also later in the school day, if possible. If something requires an answer employees are responsible for responding promptly. Employee mailboxes are to be limited to communicate regarding school business.

6. Record Keeping

Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.

## **Section 5 Supervision of Students**

Proper supervision of students is an important responsibility for employees. Employees who have responsibilities for student supervision are expected to meet the four "P's" for student supervision and safety. All employees of the school should be familiar with these principles, to the extent they may be involved in supervision of students or interacting with students.

### Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are assisting with recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be

supervising are doing.

- Be accountable for students who are assigned to you from the beginning of the supervision assignment to the end. Do not dismiss students early. If a student needs to leave class, make sure they have a hall pass. If the student is to report to the office, inform the office to be expecting the student. If the student is to be returning to your class after a brief absence (e.g., after using the restroom), contact the office if the student has not returned by the time expected.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited in our school district. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should make a report to the student’s teacher or administration.

## 2. Proper Instructions

- A. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- B. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- C. When you go over safety rules with students note it in your written records. If any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

## 3. Proper Maintenance of Buildings, Grounds, and Equipment

- A. Conduct periodic inspections of equipment under your control or in your area of supervision.
- B. If equipment is broken and presents a risk of injury, immediately take it out of service. If it can’t be moved, tape a “Do Not Use” sign and notify the office so those repairs may be undertaken.
- C. Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

## 4. Proper Warnings

- A. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students.
- B. Tell the office so additional warnings may be given.

## Contact the Office for Assistance

The office administration or nurse should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight

- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### Student Searches

Office administration and the student's teacher should be contacted in the event a search of a student or their belongings is needed to be done. Do not conduct such a search yourself without a teacher or administrator being present or having given you clear directions. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

### Student Rights

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

## **Section 6      Role of Para educators**

Para educators provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A Para educator must not, however, assume primary teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the Para educator in a supportive role. Para educators may assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculating and recording grades. Para educators are to work only on their assigned workdays and within their assigned workday. If a teacher requests a Para educator to work hours other than the assigned work hours or assigned workday, the administration should be contacted for approval.

## **Section 7      Dispensing Medication**

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol). If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

## **Section 8 Reporting Child Abuse**

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation, which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (a) Placed in a situation that endangers his or her life or physical or mental health;
- (b) Cruelly confined or cruelly punished;
- (c) Deprived of necessary food, clothing, shelter, or care;
- (d) Left unattended in a motor vehicle if such minor child is six years of age or younger;
- (e) Sexually abused; or
- (f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Employees are to inform their principal or supervisor in the event they become aware of child abuse or neglect. Be as specific as possible with what, when, and where you observed the abuse or neglect and anything which you may have heard said by the student or others. It is vital that your report to school officials be made as accurately and as soon as possible. Timeliness in making a report will assist in minimizing further risk to the child

Do not talk about the matter directly with the parent or others, as that may violate confidentiality restrictions, affect the ability of authorities to investigate, create problems with relationships and create legal problems. The school administration will consider your information, conduct any further investigation needed to justify a report, and determine whether a report of child abuse or neglect is to be made. If the person who you have reported to does not make a report to the police or Child Protective Services, and you feel a report should be made, report the matter directly to the Superintendent.

## **Article 5 – CLASSIFIED POSITION AND PERSONAL CONDUCT AND PERFORMANCE**

### **Section 1 Ethics Standards**

The Syracuse-Dunbar-Avoca School District expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

#### **Principle I - Commitment as a School Employee:**

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the employee's contractual and personal responsibilities, the employee:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence personal decisions.

- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
- E. Shall not exploit school relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.
- H. Shall report to the Superintendent any known violation of paragraphs B or E above.
- I. Shall seek no reprisal against any individual who has reported a violation of this rule.

**Principle II - Commitment to the Student:**

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee 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 employee:

- A. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
- G. Shall not discipline students using corporal punishment.

**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 classified employee bears 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 employee:

- A. Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair judgment to be exercised in the course of employment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of the employee's position.

**Principle IV - Commitment to Classified Position Employment Practices:**

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall believe that sound personnel relationships with governing administration and board of education are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the employee:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of preparation and legal qualifications.

- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct job related business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an employee is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

**Section 2 Evaluations**

Evaluations of employees will be conducted in accordance with the Board policy. Supervisors reserve the right to observe, appraise or evaluate employees more frequently than required by policy on an as-needed basis. Employees are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

**Section 3 Role Model**

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a manner supportive of the mission of the school.

**Section 4 Relationships**

It is important for employees to maintain an effective working relationship with the administration, co-workers, students and parents. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

**Section 5 Attire**

It is important for employees to project a responsible, adult image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting such an image. Employees are expected to maintain conservative attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. Employees should wear clothing which is safe and suitable for their work assignments; and avoid clothing which may be caught in machinery. The administration may establish more detailed guidelines for individual employees should that be necessary.

**Section 6 Outside Employment**

Employees shall not perform other work or engage in activities unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Employees are not required to notify the District of outside employment except: (1) employees who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) employees who have a work-related injury in order to comply with workers' compensation requirements.

**Article 6 – USE OF SCHOOL FACILITIES AND EQUIPMENT**

**Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the work place or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.

As a condition of employment employees will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the employee complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

## **Section 2      Smoke and Tobacco-Free Workplace**

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

## **Section 3      Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;
- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sandclub, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and

- h. A employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- i. An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- j. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in an employee's personal possession, as well as in a employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network and Internet**

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction and performance of their duties. It is important to remember that the equipment and the software are the property of the school district.

In using the computers and the Internet, employees are agreeing to the following:

1. Since copyright laws protect software, employees will not make unauthorized copies of software found on school computers by any means. Employees will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If an employee downloads public domain programs for personal use or non-commercially redistributes a public domain program, the employee assumes all risks regarding the determination of whether a program is in the public domain.
3. Employees shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Employees are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, employees are prohibited from placing such information on the Internet.
4. Employees will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Employees will not copy, change, read, or use another person's files.  
Employees will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Employees will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Employees will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Employees will not attempt to login to the system as a system administrator.
8. Employees understand that the intended use of all computer equipment is to meet instructional objectives.
9. Employees will not waste or take supplies, such as paper, printer ribbons, toner, and diskettes that are provided by the District.

10. Employees will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another employee, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of on line services or products. The employee is solely responsible for any such charges. The employee's acceptance of an email account is an acceptance of the employee's agreement to indemnify the District for any expenses, including legal fees, arising out of the employee's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect an employee's computer and computer usage at any time. Employees have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet 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. 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 by the 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 a building administrator. 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.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the employee's Internet account and computer privileges, reprimand, suspension, or termination.

### **Section 5 Use of School Facilities**

Employees who are issued keys to the school are expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided your Principal or supervisor has given permission and such access is for work-related purposes. When employees leave the building, they are to close all windows, lock doors, and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or

equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

### **Section 6 Care of School Property**

Employees are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student or staff member has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

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

Personal telephone calls shall not be made during duty time except in the event of an emergency. Long distance calls on school telephones must be made from the office. You will need to promptly log long distance calls and be responsible for any charges that are for personal use.

### **Section 8 Visitors**

Employees are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the employee. Visitors should follow posted procedures for being on school property. Employees are not to bring their children to school with them in lieu of taking them to childcare.

### **Section 9 Salespersons**

Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees shall not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

### **Section 10 Security of Desks and Lockers**

Offices, employee desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to 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 noninvestigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items an employee wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property employees may bring to school. Employees are cautioned not to bring large amounts of money or items of significant value to school.

### **Section 11 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. 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 12 Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Employees are reminded that, when using school equipment, 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." Employees should seek assistance from their immediate supervisor or the Principal if there are any questions regarding what may be copied.

## **Section 13 Lost and Found**

Employees who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

## **Section 14 Safety**

### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Employees are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by the administration serve on the committee. If you have a desire to serve on the committee, you should contact your supervisor or the Superintendent. Employees can make suggestions and/or report concerns to the safety committee by contacting a member of the safety committee or the Superintendent.

### Safety Practices

Guidelines for safe work practices that employees should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects beyond your physical abilities. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report. Wear seatbelts when in vehicles where provided.
9. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc.

Do not engage in “horseplay.” Such conduct is a common cause of injuries and is not consistent with job duties.

As required by law, approved safety glasses will be required of every student and employee while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

#### Use of Personal Vehicles

Employees who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Employees will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Employees who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Employees are not to use cell phones while driving a school vehicle or while transporting children.

#### Accidents

Every accident which results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the employee responsible for the student either as employee, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the employee, the employee is also responsible for making a report.

#### Workers Compensation

Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

## **Article 7 – STATE AND FEDERAL PROGRAMS**

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

Syracuse-Dunbar-Avoca Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Superintendent has been designated to handle inquiries regarding complaints, grievance

procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights	The U.S. Equal Employment Opportunity Commission (EEOC)
8930 Ward Parkway	1801 L Street, N.W.
Suite 2037	Washington, D.C. 20507
Kansas City, MO 64114	(800) 669-4000; TDD: (800) 669-6820
816-268-0550	
FAX: 816-823-1404; TDD: 800-437-0833	

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “C” to this handbook.

## **Section 2     Anti-discrimination & Harassment Policy**

### Elimination of Discrimination

The Syracuse-Dunbar-Avoca 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

Purpose: Syracuse-Dunbar-Avoca School District 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, employees, co-workers, students or other persons is prohibited. In addition, the Syracuse-Dunbar-Avoca School District will try to protect employees and 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 race, color, national origin, gender, marital status, disability, religion 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, 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.

### Complaint and Grievance Procedures

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom employee. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or employee, or if the supervisor or employee 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 Syracuse-Dunbar-Avooca Public Schools. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, employee or the Superintendent 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 3 Confidentiality Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

### **Section 4. Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

**Section 5. Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

**RECEIPT OF 2026-2027 CLASSIFIED EMPLOYEE HANDBOOK OF  
Syracuse-Dunbar-Avoca PUBLIC SCHOOLS**

This signed receipt acknowledges receipt of the 2026-2027 Classified Employee Handbook of Syracuse-Dunbar-Avoca Public Schools. This receipt acknowledges that I understand that I will read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, that I understand that the handbook includes the District’s policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

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

\_\_\_\_\_  
Employee’s Signature



## We have prepared a quote for you

### 2026 BenQ

Quote # 002880  
Version 1

## Prepared for:

### Syracuse Public Schools

T. Gary Stearley  
gstearley@sdarockets.org

---

## Bill To:

### Syracuse Public Schools

1500 Education Dr  
Syracuse, NE 68446

T. Gary Stearley  
(402) 269-2381  
gstearley@sdarockets.org

## Ship To:


### Syracuse Public Schools

1500 Education Dr  
Syracuse NE, 68446

T. Gary Stearley  
(402) 269-2381  
gstearley@sdarockets.org



Quote Items

Part #	Product Details	Qty	Unit Price	Total
RP7505	<b>BenQ INTERACTIVE FLAT PANEL FOR EDUCATION</b> <b>RP7505 BLACK 75 INCH 16/256GB W/ WI-FI DONGLE</b> <b>W/ GR</b> 	7	\$2,675.00	\$18,725.00
IT1002	<b>BenQ IT1002 Trolley for IFP</b>	7	\$457.00	\$3,199.00
NC01A	<b>BenQ NFC Card for RP/RM04 IFP</b>	7	\$3.50	\$24.50
			<b>Subtotal:</b>	<b>\$21,948.50</b>



## 2026 BenQ



Prepared by:  
**Twotrees Technologies**  
 Stacey Anderson  
 4024322251  
 sanderson@twotrees.com

Prepared for:  
**Syracuse Public Schools**  
 1500 Education Dr  
 Syracuse, NE 68446  
 T. Gary Stearley  
 (402) 269-2381  
 gstearley@sdarockets.org

Quote Information:  
**Quote #: 002880**  
 Version: 1  
 Delivery Date: 06/03/2026  
 Expiration Date: 05/12/2026

### Quote Summary

Description	Amount
Quote Items	\$21,948.50
<b>Total:</b>	<b>\$21,948.50</b>

This order is subject to Twotrees Terms and Conditions:

<https://www.twotrees.com/terms>

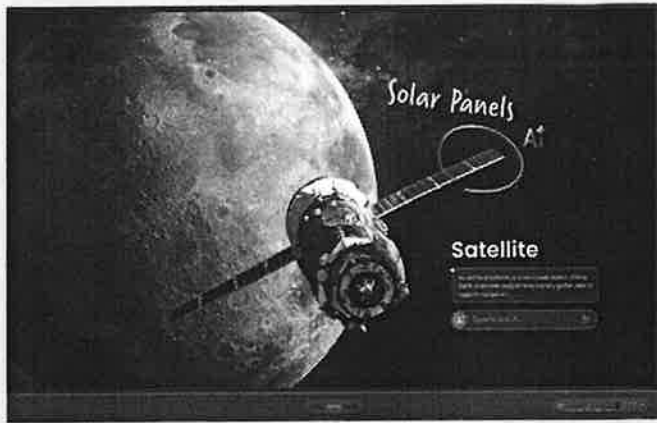
Prices are subject to change due to market volatility and will be finalized when your order is placed.

### Twotrees Technologies

### Syracuse Public Schools

Signature: Stacey Anderson  
 Name: Stacey Anderson  
 Title: Account Executive  
 Date: 06/03/2026

Signature: \_\_\_\_\_  
 Name: T. Gary Stearley  
 Date: \_\_\_\_\_



Product Features	RP05 Premium series	RM05 Mainstream series	RE04FV2 Entry-level series
Google EDLA certified	✓	✓	✓
Size	65" / 75" / 86"	65" / 75" / 86"	65" / 75" / 86" / 98"
CPU	ARM A78 x 4 + A55 x 2	ARM A78 x 4 + A55 x 2	ARM A74 x 4 + A53 x 4
GPU	ARM Mali-G57 MC2	ARM Mali-G57 MC2	ARM Mali-G52 MP8
NPU	10 TOPS	10 TOPS	
Memory   Storage	16 GB   256 GB	8GB   128GB	8GB   128GB
Android version	Android 15	Android 15	Android 14
Whiteboard Software	EZWrite 6.0	EZWrite 6.0	EZWrite 6.0
Wireless Sharing Software	InstaShare 2	InstaShare 2	InstaShare 2
4K panel	✓	✓	✓
Backlight life (50,000 hours)	✓	✓	✓
Front-facing speaker	2 x 25 W	2 x 25 W	2 x 20 W
Subwoofer with equalizer	✓		
Array microphones with noise cancellation and speech enhancement	8-microphone array (up to 39 feet)	8-microphone array (up to 39 feet)	8-microphone array (up to 26 feet)
Type C ports for display/sound/charge/touch	1 x 3.2 (PD 100W) + 1 x 2.0	1 x 3.2 (PD 65W) + 1 x 2.0	1 x 2.0 + 1 x 3.0 (PD 65W)
Touch points	up to 50	up to 50	up to 40
Touch technology	Ultra Precision IR	Ultra Precision IR	Precision IR
Pen Tray	✓		
OPS Slot (optional)	✓	✓	✓
Signage mode	✓	✓	✓
<b>Security</b>			
NFC tag reader log in	✓	✓	✓
QR code log in	✓	✓	✓
Google Drive, OneDrive, Dropbox cloud storage access	✓	✓	✓
<b>Safety</b>			
Anti-glare coating	✓	✓	✓
Low blue light mode	✓	✓	✓
Flicker free panel	✓	✓	✓
9H tempered glass	✓	✓	✓
Antibacterial coating certified by TÜV and SIAA	✓	✓	✓
Built-in sensor for indoor temperature and humidity	✓		
Built-in air quality sensor	✓		
EyeSafe verified	✓	✓	✓
Germ-resistant Stylus	✓	✓	✓
Germ-resistant Front I/O & Keypad	✓		
Air Ionizer	✓		

Product Features	RP05 Premium series	RM05 Mainstream series	RE04FV2 Entry-level series
<b>Simplicity</b>			
Dual pen and dual color mode	✓	✓	✓
Paint brush mode	✓	✓	✓
NFC tag reader for instant whiteboarding	✓	✓	✓
BenQ remote with spotlight and digital pointer	✓	✓	✓
Cloud whiteboard	✓	✓	✓
Floating Tool – Annotate anywhere	✓	✓	✓
InstaShare 2 – Wireless casting and mirror	✓	✓	✓
Cast multiple devices with InstaShare	9 smart splits: 1080P	9 smart splits: 1080P	9 fixed splits: 1080P
Display to Display casting	✓	✓	✓
X-Sign Broadcast – Send text and video	✓	✓	✓
<b>IT Support</b>			
Device Management Solution	✓	✓	✓
TeamViewer Technical Support app	✓	✓	✓
Active Directory login	✓	✓	✓
<b>Accessories</b>			
Wi-Fi Dongle	Included (Wi-Fi 6, Bluetooth 5.2)	Included (Wi-Fi 6, Bluetooth 5.2)	Included (Wi-Fi 6, Bluetooth 5.2)
Remote Control	Included	Included	Included
Stylus Pen	x2 (With NFC tag)	x2	x2
Trolley	Optional	Optional	Optional
Slot-in-PC	Optional – TEY41	Optional – TEY41	Optional – TEY41
Compatible Camera	DVY31, DVY32, DV01K	DVY31, DVY32, DV01K	Built-in 4K Camera

## All Powered by BenQ Software



**EZWrite 6.0**  
Real-time whiteboarding across platforms and spaces



**InstaShare 2**  
Enjoy smooth presentations and an interactive screen sharing experience on any device



**DMS**  
(Device Management Solution)  
Centrally manage all your BenQ devices on a single dashboard.



**AMS**  
(Account Management System)  
Conveniently load and access your account and cloud storage from any BenQ display.



**IAM**  
(Identity and Access Management)  
Reduce IT staff workload and boost productivity among school staff with a centralized user account provisioning portal and single sign-on.

## Teach Your Way

Our Google EDLA-certified BenQ Boards empower you to teach your way. Each teacher gets their own personalized account, which they can access on any BenQ Board. This means you can load all your settings, bookmarks, as well as your folders just by logging in.

Everything you need is just a tap away. Tap your NFC card to log in and load your account, files, and folders. Tap your pen to pull up the whiteboard.

Learn more about BenQ Board:

