

## **Board of Education Regular Meeting**

Central Office, Wauneta Attendance Center  
PO Box 368  
Wauneta, NE 69045

Monday, February 13, 2023 6:00 PM

Hondo Fanning: Present

John Jutten: Present

Laurie Maris: Absent

Aaron McKinney: Present

Allison Sandman: Present

Marty Wheeler: Present

### I. Call to Order

Meeting opened at 6:05 pm MT.

#### I.1. Pledge of Allegiance

The Pledge of Allegiance was recited.

#### I.2. Posting Verification

Fanning and McKinney verified.

#### I.3. Open Meetings Act Notice

#### I.4. Mission Statement

### II. Roll Call

Present Board Members: Hondo Fanning, John Jutten, Aaron McKinney, Allison Sandman, Marty Wheeler  
Absent Board Member: Laurie Maris

### III. Amendments to the Agenda/Approval of the Proposed Agenda

#### III.1. Add Approval of 2023-2024 Teacher Contract

To add approval of 2023-2024 teacher contract to the agenda Passed with a motion by Allison Sandman and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

### IV. Recognition of Visitors/Public Comments regarding the Action Items

#### V. Discussion Items

##### V.1. Buidling Update

BD will be here Wednesday at 10 am for a walk through and establish a project timeline. Elevator update.

### VI. Action Items

#### VI.1. Approve & Sign 1/10/2023 Regular Meeting Minutes

To approve and sign the regular meeting minutes from 1/10/2023 Passed with a motion by Aaron McKinney and a second by John Jutten.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.2. Approve the District Expenditures and Monthly Budget Reports

To approve the district expenditures of Payroll \$289,190.28, Accounts Payable \$96,034.84 for a total of \$385,225.12 and accept the monthly budget reports as presented. Passed with a motion by John Jutten and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.3. Adopt the 2023-2024 Negotiated Agreement

To adopt the 2023-2024 negotiated agreement between Wauneta-Palisade Schools and Wauneta-Palisade Educational Association with \$1050 increase on base salary to \$37,350 Passed with a motion by Hondo Fanning and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.4. Approve 2023 Employer HSA Contribution

To approve the 2023 HSA employer contribution Passed with a motion by John Jutten and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.5. Approve 2023 NASB and NRCSA Membership

To approve the 2023 NASB and NRCSA memberships Passed with a motion by John Jutten and a second by Hondo Fanning.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.6. Approve Building Materials Purchase

To approve building material request of \$387,643.46 from BD Construction for building project Passed with a motion by Marty Wheeler and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

#### VI.7. Approve 2023-2024 Teacher Contract

To approve a 2023-2024 teaching contract for Nancy Sorenson Passed with a motion by Hondo Fanning and a second by Marty Wheeler.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

### VII. Policy Review

#### VII.1. 2nd Reading of Update Series 6000 Policies

To approve the second reading and waive the oral reading of the updated 6000 policy series Passed with a motion by Hondo Fanning and a second by Aaron McKinney.

Hondo Fanning: Yea, John Jutten: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea

### VIII. Administrative Reports

#### VIII.1. Superintendent Report

Geier shared that he is working with the building project coordinators. Bentley & Kisker dropped off the 2021-2022 audit report. No wrestlers qualified for State Wrestling. Mr. Geier excused Mr. Frecks from the meeting tonight.

#### VIII.2. Principal Report

#### VIII.3. ESU 15 Report

ESU 15 meeting will be Wednesday via zoom at noon CT.

VIII.4. NASB Report

IX. Executive Session

IX.1. Enter Into Executive Session

IX.2. Return to Open Session

X. Recognition of Visitors/Public Comments

XI. Next Regular Meeting

Monday, March 13, 2023, in Wauneta at 6 MT/7 CT.

XII. Adjourn

Adjourn meeting at 6:52 pm MT.

## **Wauneta-Palisade Schools Board of Education Regular Meeting Minutes**

The Board of Education for the District of Chase County School District #15-0536 a/k/a Wauneta-Palisade Public Schools was convened in open, public session for a Regular Meeting at 6:04 PM Mountain on January 10, 2023, in the Central Office, Wauneta Attendance Center, PO Box 368, Wauneta, NE 69045, by President Sandman.

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

### **Announcement of Open Meetings Act Posting**

At the beginning of the meeting, President Sandman announced and informed the public that a current copy of the Open Meeting Act is permanently posted in the meeting room on a laminated poster, accessible to members of the public.

### **Mission Statement**

Inspiring our Youth, Expecting Results Everyday

I. Call to Order. Chairman Sandman called the meeting to order at 6:04 pm MT.

II. Roll Call. Present Board Members: John Jutten, Laurie Maris, Aaron McKinney, Allison Sandman, Marty Wheeler  
Absent Board Member: Hondo Fanning

III. Adjourn Sine Die. To adjourn sine die for the purpose of reorganization passed with a motion by Allison Sandman and a second by John Jutten.  
John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

III.1. Annual Board Reorganization. To keep the officer positions the same, Allison Sandman, President; Laurie Maris, Vice President; Marty Wheeler, Secretary; John Jutten, Treasurer passed with a motion by Laurie Maris and a second by John Jutten.  
John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

III.2. Appoint Recording Secretary. To appoint Marj Rundback as recording secretary passed with a motion by Laurie Maris and a second by John Jutten.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

III.3. Committee Assignments. To keep 2023 committees the same as previous year passed with a motion by John Jutten and a second by Aaron McKinney.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

2023 Committees:Transportation: Wheeler, Jutten, McKinney Negotiations: Sandman, Jutten, Maris Budget: Maris, Sandman Building/Grounds: Wheeler, McKinney, Fanning Personnel: Sandman, Maris, Wheeler Policy: Sandman, Fanning Instruction/Americanism: Maris, Sandman

IV. Amendments to the Agenda/Approval of the Proposed Agenda. None

V. Recognition of Visitors/Public Comments that Wish to Address Action Items. None

VI. Discussion Items

VI.1. Building Update. The kitchen design bid came in under budget at \$240,421.42. The new building will not be able to begin until the water main is moved. We will likely begin remodel of the 1933 building in the spring. ESSR III funds allowed us around \$90000 to use on HVAC for our building project.

VII. Action Items

VII.1. Approve & Sign 12/12/2022 Regular Meeting Minutes. To approve and sign the 12/12/2022 regular meeting minutes passed with a motion by Laurie Maris and a second by Aaron McKinney.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

VII.2. Approve District Expenditures and Budget Reports. To approve the monthly budget reports as presented and approve the district expenditures of Payroll \$303,229.15; Accounts Payable \$70,382.71; for a total of \$373,611.86 passed with a motion by Laurie Maris and a second by Marty Wheeler.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

VII.3. Annual District Designation of Official Publication, Financial Institution, and Legal Counsel. To designate Imperial Republican as the official publication, Sandhills State Bank as the official depository, and Perry Law Firm as the official legal counsel passed with a motion by Aaron McKinney and a second by John Jutten.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

VII.4. Superintendent Review Results. To accept the 2022 Superintendent Evaluation as presented passed with a motion by Laurie Maris and a second by Marty Wheeler.

John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

#### VIII. Policy Review

VIII.1. First Reading of 6000 Series Policy Updates. To waive the oral reading and approve the first reading of policy series 6000s passed with a motion by Laurie Maris and a second by Aaron McKinney. John Jutten: Yea, Laurie Maris: Yea, Aaron McKinney: Yea, Allison Sandman: Yea, Marty Wheeler: Yea, Hondo Fanning: Absent

#### IX. Administrative Reports

IX.1. Superintendent Report. Geier shared that we will host RPAC basketball in 2023-2024 for semi-finals, because we will likely be under construction and has contacted Hitchcock County to switch with them for 2024-2025. The 2024-2025 Maxwell will host super Saturday and we will host the 2025-2026 school year. Randy Raile generously donated \$10000 for the school foundation. The school year is off to a good start. NSAA meeting tomorrow and have been asked to run as an alternate board member.

IX.2. Principal Report. Frecks shared that the year is off and running with Herds/PLC meetings on Tuesday. RPAC Quiz bowl tomorrow, JH BB v. MHC, HS BB Friday @ Perkins County and Saturday hosting Garden County. There will be 42 proposals for the NSAA meeting tomorrow. Bauer shared that NSAA will feature WP in the February newsletter.

IX.3. ESU 15 Report. Sandman shared that ESU 15 will meet tomorrow 1/11/2023 in Trenton at 6:30 and the board will elect officers, appoint committees, approve a director contract with Phillip Picquet for 2023-2024 year.

IX.4. NASB Report. School Board week January 22-29, 2023; Legislative Issues Conference 1/22-23 Lincoln; Board President Retreat 2/5-6 Ogallala; NAEP State Convention 3/28-29 Grand Island

XI. Recognition of Visitors/Public Comment. None

XII. Next Regular Meeting . February 13, 2023 at 6 pm MT/7 pm CT in Wauneta.

XIII. Adjourn. President Sandman adjourned the meeting at 7:01 pm MT.

Respectfully submitted,

Marj Rundback,  
Board Secretary

Dated this January 10, 2023  
Chase County School District #536  
a/k/a Wauneta-Palisade Public Schools

By: _____	Attest: _____
Board Secretary	Board President

2023-2024 EXTRA DUTY SCHEDULE	
BASE	\$ 37,350.00
ACTIVITIES DIRECTOR	\$ 0.1200
HEAD FB,VB,BB,WR,TR(1)	\$ 0.1200
ASST FB,VB,BB,WR	\$ 0.0925
ASST TR	\$ 0.0775
HEAD JH FB, VB,BB,WR,TR	\$ 0.0450
ASST JH FB,VB,BB,WR,TR	\$ 0.0250
COMPUTER TECH	\$ 0.0850
GOLF	\$ 0.0800
CHEERLEADING/DANCE, HEAD SPEECH	\$ 0.0700
MAJOR MUSICAL	\$ 0.0500
PLAY PRODUCTION, ASST SPEECH, ENVIROTHON	\$ 0.0300
FFA Sponsor(s)	
SUMMER CONDITIONING COORDINATOR	\$ 0.0100
STUCO,NHS	\$ 0.0100
TITLE 1 DIRECTOR, SPED DIRECTOR, SCHOOL IMPROVEMENT DIRECTOR	\$ 1,000.00
VOCAL/INSTRUMENTAL MUSIC	\$ 750.00
HIGH SCHOOL COACHES AIDES	\$ 700.00
JH COACHES AIDES	\$ 212.00
YEARBOOK	\$ 350.00
11TH GRADE CLASS SPONSOR	\$ 300.00
12TH GRADE CLASS SPONSOR	\$ 200.00
9TH, 10TH GRADE CLASS SPONSOR	\$ 150.00
8TH GRADE CLASS SPONSOR	\$ 100.00
7TH GRADE CLASS SPONSOR	\$ 25.00
QUIZ BOWL	\$ 100.00
CURRICULUM WORK(APPROVED BY ADMIN)	10/HR

"Appendix B"

\$25/DAY UP TO 36 DAYS

2023-2024 SALARY SCHEDULE BASE SALARY  
 WAUNETA- PALISADE PUBLIC SCHOOLS

\$36,300

"Appendix A"

	A	B	C	D	E	F	
	BA	BA+9	BA+18	BA+27	BA+36/MA	M+9	
		0.05	0.1	0.15	0.2	0.25	
	1	1.05	1.1	1.15	1.2	1.25	1
0	\$ 37,350.00	\$ 39,217.50	\$ 41,085.00	\$ 42,952.50	\$ 44,820.00	\$ 46,687.50	
0.04	1.04	1.09	1.14	1.19	1.24	1.29	2
	\$ 38,844.00	\$40,712	\$42,579	\$44,447	\$46,314	\$48,182	
0.08	1.08	1.13	1.18	1.23	1.28	1.33	3
	\$ 40,338.00	\$ 42,205.50	\$ 44,073.00	\$ 45,940.50	\$ 47,808.00	\$ 49,675.50	
0.12	1.12	1.17	1.22	1.27	1.32	1.37	4
	\$ 41,832.00	\$ 43,699.50	\$ 45,567.00	\$ 47,434.50	\$ 49,302.00	\$ 51,169.50	
0.16	1.16	1.21	1.26	1.31	1.36	1.41	5
	\$ 43,326.00	\$ 45,193.50	\$ 47,061.00	\$ 48,928.50	\$ 50,796.00	\$ 52,663.50	
0.2	1.2	1.25	1.3	1.35	1.4	1.45	6
	\$ 44,820.00	\$ 46,687.50	\$ 48,555.00	\$ 50,422.50	\$ 52,290.00	\$ 54,157.50	
		1.29	1.34	1.39	1.44	1.49	7
0.24	\$ 48,181.50	\$ 50,049.00	\$ 51,916.50	\$ 53,784.00	\$ 55,651.50		
		1.38	1.43	1.48	1.53		8
0.28	\$ 51,543.00	\$ 53,410.50	\$ 55,278.00	\$ 57,145.50			
Experience-.04 Education-.05	0.32	1.42	1.47	1.52	1.57		9
	\$ 53,037.00	\$ 54,904.50	\$ 56,772.00	\$ 58,639.50			
	0.36	1.51	1.56	1.61			10
	\$ 56,398.50	\$ 58,266.00	\$ 60,133.50				
	0.4	1.55	1.6	1.65			11
	\$ 57,892.50	\$ 59,760.00	\$ 61,627.50				
	0.44	1.64	1.69				12
	\$ 61,254.00	\$ 63,121.50					
	0.48	1.73					13
	\$ 64,615.50						

MASTER EMPLOYMENT CONTRACT

2023-2024

WAUNETA-PALISADE EDUCATION ASSOCIATION

AND

WAUNETA-PALISADE BOARD OF EDUCATION

DISTRICT #536

WAUNETA, NE 69045

FEBRUARY 2023

## PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO this 13<sup>th</sup> day of February, 2023, by and between the Wauneta-Palisade Education Association and Wauneta-Palisade Board of Education in the county of Chase, in the State of Nebraska.

## ARTICLE I-PRINCIPLES

- Section 1 This agreement is negotiated in order to establish the terms and conditions of employment for the members of the certificated staff.
- Section 2 The Board and the Association, the parties to the Agreement, accept the provisions of this agreement as a commitment that they will cooperatively, in good faith and honor, support and seek to fulfill.
- Section 3 The provisions of this Agreement shall constitute a binding obligation upon the parties for the duration hereof or until changed by mutual consent in writing.

## ARTICLE II-RECOGNITION

The Board agrees to and hereby recognizes the Wauneta-Palisade Education Association as the negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of certified teaching employees.

## ARTICLE III-NEGOTIATIONS PROCEDURE

- Section 1** The parties agree to enter into professional negotiations in accordance with Nebraska statutes in a good faith attempt to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall be reduced to writing, and officially ratified by both parties. Should an agreement not be reached, an impasse shall be declared and resolved as provided by law.
- Section 2** Neither party shall have control over the selection of the negotiating representatives of the other party, nor shall they attempt to influence and/or exert pressure on the membership of the other party by any means.
- Section 3** The parties mutually pledge that their representatives shall have the necessary power and authority to make proposals, consider other proposals and make counterproposals in the course of negotiations.
- Section 4** Meeting shall be held at a mutually satisfactory time and place and shall be closed to the press and public.
- Section 5** During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals. Each party shall promptly make available to the other, upon request, information within its possession which is relevant to the subjects under discussion. Either party may, if it desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist with negotiations.

**Section 6** The Board and Association agree to discuss and negotiate all salary and benefit items as a total "package" amount before consideration or agreement of the "base" salary.

**Section 7** The Association and the Board agree that each has had the opportunity to bargain for any provision that is wished in this agreement and each expressly waives the right to reopen negotiations for any further demands or proposals. Each agrees that this constitutes a complete agreement on all matters and that if other proposals have been made or considered, they have been withdrawn in consideration of this agreement.

## ARTICLE IV - SALARIES

**Section 1** A) **SALARY:** Base salary for the contract year 2023-2024 shall be \$37,350 with all increments and steps remaining the same. Movement on the salary schedule shall be limited to one vertical and one horizontal movement in any given year. A contract year is equivalent to 184 days except that a contract year for teachers hired new to the district shall be 186 days during their first year of employment.

B) **INITIAL PLACEMENT:** When hired, teachers shall be credited with all previous teaching experience within an accredited school, up to 10 years.

C) **COMPLIANCE:** Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this master employment contract. If an individual contract contains any provisions inconsistent with this agreement, the master employment contract, throughout its duration, shall be controlling.

**Section 2** For all certified teaching employees covered by this agreement; the pay for duties performed in excess of base contract, the salary shall be in accordance with the provision of the extra-duty salary schedule attached as Appendix B.

**Section 3** The administration is authorized by the Board of Education to make payroll deductions for employees' insurance, annuities, payroll savings plans, professional dues, and retirement, when requested to do so by the employee and approved by the superintendent of schools.

**Section 4** Before hours of education can be applicable to the existing salary schedule, they must meet the following criteria:

- They must be graduate hours from N.C.A.T.E. and/or North Central accredited institution.
- One of the below:
  - a. They relate to the teacher's employed field.
  - b. They lead toward a higher degree.

## ARTICLE V - FRINGE BENEFITS

- Section 1** All certificated teaching employees shall be entitled to ten (10) days sick/bereavement leave the first school year of employment as of the first official day of said school year and may be accumulated to forty-five (45) days. Sick leave is defined to mean illness of the teacher, teacher's spouse and children and critical illness or death of the immediate family (parents, grandparents, grandchildren, brothers, sisters, and in-laws for those named). Bereavement shall be defined as time required attending a funeral. In the event of the certificated employees' death, while obligated to a contract of current employment to the School District, the School District shall pay the value of the accumulated sick leave multiplied by the current daily substitute teacher's rate of pay to the employee's estate or heirs. Sick leave may be accumulated to 45 days. Sick leave accumulated prior to the 1995-1996 school years and the 2005-2006 school years shall come under the Grandfather Clause. Therefore, those accumulated days shall remain intact.
- Section 2** Any employee may, upon proper application to the Superintendent and approval of the Board of Education, be granted leave of absence for no more than one year. Members of the teaching staff when granted leaves of absence shall not be guaranteed immediate employment. Their return of duty will be on the first day of the school year or on notification of such return must be given to the Superintendent in writing at least 30 days preceding the end of the semester prior to their return.
- Section 3** The Wauneta-Palisade School District shall provide single/family (for married teachers and/or teachers with dependent children) health insurance—the employee much choose between BC/BS Blue Preferred \$650.00 Deductible Plan and \$3,800 HSA High Deductible Plan—with the deductible paid by the insured (either \$650 or \$3,800 depending upon insurance plan selected) and the School District contributes the difference in the premiums of the two plans into the employees' HSA account; and \$15,000 term life and long term disability (\$15.00 per month maximum contribution). A couple's benefit, defined as family dental, will also be paid. Amounts figured based on Appendix C: BC/BS Renewal Rates.
- Section 4** All fringe benefits provided to certificated employees with a Full-Time Equivalency (F.T.E.) of .25 or higher shall be pro-rated to an amount equal to the F.T.E. of their contracted employment.
- Section 5** Two (2) days will be allowed for personal business approved by the principal, five (5) days in advance, with no salary deduction made. One personal day may be carried over to the following year, but not to exceed three (3) personal days in any given year. In addition, employees' also have the option of using up to two (2) of their ten (10) sick days for extra personal days but would be subject to a salary

deduction equivalent to the prevailing substitute teacher daily rate of pay for each 4  
of the extra two days used. If it is necessary to miss more than the two (2)  
sick/personal days, upon the administration's approval, one (1) teacher contracted  
day of the teacher's salary will be deducted for each day the teacher is gone.

**Section 6** Upon retirement, as defined by the Nebraska School Employees  
Retirement System criteria, the district will pay the retiring teacher a sum  
of twenty-five percent (25%) of the accumulated sick leave multiplied by  
the prevailing substitute teacher daily rate of pay.

**Section 7** Quarterly teacher in-services will be scheduled in order to enhance the  
professional development of staff members. This time will be used for faculty  
meetings, workshops and job-alike work sessions. Attendance shall be  
required.

## ARTICLE VI-PROFESSIONAL LEAVE

All certificated teaching employees shall be entitled to at least two days of professional leave  
per year with no salary deduction upon administrations approval provided:

- Such leave shall be for the purpose of improving professional skills in those  
areas of responsibility for which they are currently employed at all levels.
- New skills and knowledge gained by professional leave will be shared with  
other members of the staff and/or the Board of Education by means of a  
report, workshop, seminar or such when requested by the administration.
- Such leave may be approved by the Principal no fewer than five school days  
previous.
- All pre-approved expenses involved with professional leave will be paid by  
the school district.

## ARTICLE VII-ADMINISTRATIVE LEAVE

When administrative leave is granted, the teacher will pay the substitute at the current substitute rate.  
Administrative leave will be granted by the superintendent for illness after sick leave is used up, or  
extension of personal and professional leave as a result of unavoidable circumstances as deemed by  
the administration or such as a death in the family that is not covered in Article V, Section 1 or a  
death of a close friend.

## ARTICLE VIII-GRIEVANCE PROCEDURE

The word grievance is defined as "a misunderstanding or alleged misinterpretation of negotiated  
agreement". The purpose of the grievance procedure is to secure equitable solutions to problems  
which may accrue from time to time regarding the terms and conditions of the collective bargaining  
agreement. No action of any kind shall be taken by the Principal, Superintendent or the School  
Board against any person because of their participation in the informal or formal grievance  
procedure. The word "grievant" means an individual or group who files a grievance.  
Any party in interest may be accompanied at all stages by a witness of his or her choosing.

The grievance procedure will be as follows:

**I. Informal Procedure**

If the grievant feels they have a grievance, they shall first discuss the matter with the Principal at the appropriate attendance center in an effort to resolve the problem without going into a formal grievance procedure. The grievant shall discuss the problem with the Principal within ten (10) school days of the occurrence of the grievance.

**II. Formal Procedure**

Any party in interest may be represented at the formal grievance procedure by themselves or with a representative of his or her own choosing.

A. A grievant wishing to file a formal grievance shall file the grievance in writing with the Principal no more than ten (10) days after the occurrence of the grievance. Upon filing the grievance in writing with the Principal, the grievant may retain a signed copy. The Principal will inform the grievant of his/her decision in writing on the grievance within five (5) days after the grievance is filed.

B. If the grievant is not satisfied with the disposition of the grievance in "A" or if no decision has been rendered within five (5) days, the grievant shall then file the grievance with the Superintendent of Schools. Within five (5) school days after filing of the written grievance, the Superintendent will meet with the grievant; witnesses may be present if requested by either party. The Superintendent will inform the grievant of the decision in writing within five (5) school days of the meeting with the grievant.

C. If the grievant is not satisfied with the disposition of the grievance in "B", or if no decision has been rendered within ten (10) school days after the grievance meeting with the Superintendent, the grievant may file the grievance in writing with the President of the School Board. Any such writing must be received by the President of the School Board within five (5) school days after being informed of the Superintendent's decision in "B", or twenty (20) school days after the grievance meeting with the Superintendent. The School Board will hear the grievance within thirty (30) school days of receipt of the grievance. The grievant will be notified of the meeting. The grievant will have the right to appear before the School Board and present any information or evidence that is relevant to the grievance. Within five (5) school days the School Board will render a decision in writing. A copy of the decision will be provided to the Principal, the Superintendent, and the grievant.

**III. Advanced Step Filing**

Any grievance may be filed at the level at which the alleged grievance occurred without this being a violation of the procedure. The parties may mutually waive other time frames provided herein. Grievance Procedure may be one item of negotiations.

**Document Authorization**

In witness whereof the parties hereto caused this contract to be signed by their respective negotiators, and their signatures to be placed hereon, all on the day and year first above written.

WAUNETA-PALISADE EDUCATION ASSOCIATION  
Negotiations Committee Members

WPEA Member

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WPEA Member

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WPEA Member

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WAUNETA-PALISADE SCHOOL BOARD  
Negotiations Committee Members

Chief Negotiator

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Board Member

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Board Member

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**Attachments**

Appendix A: Salary Schedules

Appendix B: Extra-Duty Pay Schedules

Appendix C: 2023 BC/BS Renewal Rates



Tools



eha-2023-24-5-percent-discount-rate-table



Open in desktop app



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### EDIT

- Reorder pages
- Rotate pages
- Delete pages
- Split a PDF

### SIGN

- Fill & Sign



## Renewal Rates

Health Coverage - Active Employees
<b>\$650 Deductible</b>
<b>\$850 Deductible</b>
<b>\$1,050 Deductible</b>
<b>\$1,200 Deductible</b>
<b>\$1,450 Deductible</b>
<b>\$1,900 Deductible</b>
<b>\$4,000 Deductible HSA-Eligible</b>
<b>\$2,500 Deductible (Dual Choice Only)</b>
<b>\$3,800 Deductible HSA-Eligible (Dual Choice Only)</b>
Health Coverage - Retirees
<b>\$1,050 Deductible</b>
<b>\$4,000 Deductible HSA-Eligible</b>
<b>\$2,500 Deductible</b>
<b>\$3,800 Deductible HSA-Eligible</b>

1

1





**REQUEST FOR PAYMENT**

From: BD Construction, Inc. / Kearney  
 P.O. Box 726 / 209 E 6th Street  
 Kearney, NE 68848

To: Wauneta Palisade Public Schools  
 214 W Wichita St  
 Wauneta, NE 69045

Invoice: 799918  
 Draw: 1  
 Invoice date: 2/10/2023  
 Period ending date: 1/31/2023

Contract For:

**Request for payment:**

Original contract amount \$7,497,217.50  
 Approved changes \$0.00  
 Revised contract amount

\$7,497,217.50

Project: 22-02-0301

School Renovation & Addition

Contract completed to date

\$408,045.75

Contract date: 11/19/2021

Add-ons to date

\$0.00

Taxes to date

\$0.00

Architect:

Less retainage

\$20,402.29

Total completed less retainage

\$387,643.46

Scope: School Renovation & Addition

Less previous requests

\$0.00

Current request for payment

\$387,643.46

Current billing

\$408,045.75

Current additional charges

\$0.00

Current tax

\$20,402.29

Less current retainage

\$20,402.29

Current amount due

\$387,643.46

Remaining contract to bill

\$7,109,574.04

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Changes approved in previous months by Owner		
Total approved this Month		
<b>TOTALS</b>		
<b>NET CHANGES by Change Order</b>		

I hereby certify that the work performed and the materials supplied to date, as shown on the above represent the actual value of the accomplishment under the terms of the Contract (and all authorized changes thereof) between the undersigned and the Wauneta Palisade Public Schools relating to the above referenced project. I also certify that the contractor has paid all amounts previously billed and paid by the owner.

CONTRACTOR: BD Construction, Inc. / Kearney

State Of Nebraska

County Of Buffalo

By: *[Signature]*

Subscribed and sworn to before me this

10<sup>th</sup> day of

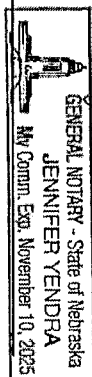
February, 2023

Date: 2-10-23

Notary Public

My commission expires:

*[Signature]* 2/10/2025



# REQUEST FOR PAYMENT DETAIL

Project: 22-02-0301 / School Renovation & Additc Invoice: 799918 Draw: 1 Period Ending Date: 1/31/2023 Detail Page 2 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
1.0	Pre-Con General Conditions	37,625.00		37,625.00		37,625.00	100.00	521,090.40	1,881.25
2.0	General Conditions	526,590.40		5,500.00		5,500.00	1.04	206,046.60	275.00
3.0	General Requirements	206,046.60						45,000.00	
4.0	Temporary Walls - Allowance	45,000.00						108,300.00	
5.0	Interior Demo - Midwest Demc	108,300.00						392,154.66	
6.0	Building Concrete - Heartland	392,154.66						25,000.00	
7.0	Misc Concrete - Allowance	25,000.00						32,610.00	
8.0	Reinforcing Steel - Conc Ind	32,610.00						7,500.00	
9.0	Excavate Elev Pit - Est Cost	7,500.00						45,780.00	
10.0	Masonry - Masonry Unlimited	45,780.00						78,764.00	
11.0	Structural Steel - 4G Steel	78,764.00						75,000.00	
12.0	Strcl Steel Erect - Est Cost	75,000.00						127,158.00	
13.0	Carpentry - BD Construction	127,158.00						37,094.00	
14.0	Casework - Designercraft	37,094.00						35,035.00	
15.0	Roofing Addition - Tri Cities	35,035.00						5,000.00	
16.0	Roof Patch - Allowance	5,000.00						23,683.00	
17.0	Sealants - BD Construction	23,683.00						169,558.00	
18.0	Doors & Hardware - Metal D&I	169,558.00						37,149.00	
19.0	Coiling Door - PTC	37,149.00						29,367.00	
20.0	Kalwall System - SGH	29,367.00						115,087.00	
21.0	Alum Strfront & Glaz - Tri Co	115,087.00						838,942.00	
22.0	Drywall & Framing - Mitchell	838,942.00						123,769.00	
23.0	Painting	123,769.00						53,400.00	
24.0	Acoustical Ceiling - TC Ceiling	53,400.00						114,283.00	
25.0	Flooring - Floors	114,283.00						26,600.00	
26.0	Polished Concrete - SurfacesI	26,600.00						28,054.60	
27.0	Display & Markers Boards - P	28,054.60						9,323.46	
28.0	Wall Protection - EPCO	9,323.46						1,557.00	
29.0	Fire Extinguishers - EPCO	1,557.00						2,769.00	
30.0	Toilet Accessories - EPCO	2,769.00						7,498.82	
31.0	Toilet Partitions - PTC	7,498.82						500.00	
32.0	Interior Signage - Allowance	500.00						15,000.00	
33.0	Exterior Signage - Allowance	15,000.00							

# REQUEST FOR PAYMENT DETAIL

Project: 22-02-0301 / School Renovation & Additic      Invoice: 799918      Draw: 1      Period Ending Date: 1/31/2023      Detail Page 3 of 3 Pages

Item ID	Description	Total Contract Amount	Previously Completed Work	Work Completed This Period	Presently Stored Materials	Completed And Stored To Date	% Comp	Balance To Finish	Retainage Balance
34.0	Athletic Equipment - PTC	100,738.75						100,738.75	
35.0	Window Coverings - Craftsma	1,123.00						1,123.00	
36.0	Gym Floor - Sports Unlimited	91,483.00						91,483.00	
37.0	Pre Eng Metal Bldg - Ceco	392,506.00		345,490.00		345,490.00	88.02	47,016.00	17,274.50
38.0	PEMB Erect - Big Johnson	195,379.00						195,379.00	
39.0	Elevator - TK Elevators	145,265.00						145,265.00	
40.0	Fire Suppression - NE FireSpk	55,449.00						55,449.00	
41.0	Plumbing	321,215.01						321,215.01	
41.1	SteamPipeRadtrRemoval-Allor	12,500.00						12,500.00	
42.0	HVAC - Rutts Htg & Air	1,004,342.50						1,004,342.50	
43.0	Electrical - Pivot Electric	616,600.00						616,600.00	
44.0	Communications - Kidwell	164,824.00						164,824.00	
45.0	Earthwork - TK Ventures	101,763.64						101,763.64	
46.0	Termite Control - Allowance	5,000.00						5,000.00	
47.0	Parking Lot Striping - Allowan	5,000.00						5,000.00	
48.0	Owner's Contingency	164,944.22						164,944.22	
49.0	Post Bid Inflation	50,000.00						50,000.00	
50.0	Estimating Adjustment	323,542.15						323,542.15	
51.0	Contractor's Fee	356,643.69		19,430.75		19,430.75	5.45	337,212.94	971.54
52.0	CM Bond Costs	7,700.00						7,700.00	
<b>Totals</b>		<b>7,497,217.50</b>		<b>408,045.75</b>		<b>408,045.75</b>	<b>5.44</b>	<b>7,089,171.75</b>	<b>20,402.29</b>

## REVISED POLICIES

- 6020
- 6110
- 6115
- 6117
- 6121 (need to review evaluation and implementation dates)
- 6212
- 6230
- 6290
- 6320
- 6391
- 6400
- 6410
- 6500
- 6600 (looks like you may have already adopted this; let's talk about the special education policies)
- 6800
- Asthma, etc. management plan (part of 6920)
- Diabetes management plan (part of 6920)

## NEW POLICIES

- 6111
- 6201
- 6201.1 (regulation)
- 6213
- 6214
- 6283 (policy is not new, but the attachments to it are)
- 6284
- 6285
- 6286
- 6287

## OTHER COMMENTS

- do we need to review policy 6030; please let me know your thoughts
- 6113 was in the table of contents, but I didn't see it in the policies (don't think it's required)
- need to add 6211 and 6212 to table of contents
- need to review/update the dates in 6212

InstructionClassroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Date of Adoption: [Insert Date]

InstructionCurriculum Decisions

The Superintendent, with involvement of the community and the instructional staff, shall develop and periodically update a statement which reflects the community's purposes for its schools. These purposes shall be described as broad goals which state what the District expects students to know and be able to do as a result of their education. This statement, which will be called "[Name] Public Schools Goals for Students," will be used by staff to develop curriculum and course objectives and to plan instructional programs and projects for students.

This statement shall be approved by the Wauneta-Palisade Public Schools Board of Education.

Subject to any overriding federal or state curriculum directives, the District shall retain complete authority, control and discretion in the establishment and regulation of its curriculum. As such, District classrooms or other instructional areas are not open or public forums. District classrooms or other instructional areas are reserved for the intended purpose of teaching the prescribed curriculum. Curriculum includes the range of courses or instructional programs that the District makes available to students; the course of study, the sequence of study, course objectives, course content, textbooks, all classroom or other instructional area materials and displays, the use of outside or supplemental materials, teaching methods, instructional practices, instructional plans, testing, testing protocols, assessment of student achievement, classroom assessment, the District assessment program, assessment of learning climate, the school improvement process (SIP), District research, student grading and student progress reports, graduation and promotion requirements; and the totality of activities, materials, procedures and instructional resources used throughout the District.

Staff shall follow the District curriculum. The Associate Superintendent for Instruction or a designee shall approve all modifications to District curriculum. Staff shall also follow all administrative curriculum directives.

Legal Reference: NDE 10

Date of Adoption: [Insert Date]

InstructionCurriculum DecisionsApproval for Use of Curriculum Materials

The director of early childhood or the curriculum and instruction director shall be responsible for recommending, through the Associate Superintendent for Instruction, approval of the basic and supplementary curriculum materials for each subject area.

1. The materials and resources which are a) supportive of District curriculum objectives and b) approved for use in the classroom will be identified in curriculum guides or otherwise given written approval by the curriculum and instruction director or director of early childhood. All such materials will be evaluated in accordance with district criteria for the selection of curriculum materials.
2. These approved resources will be identified as basic or supplementary. All schools are expected to use the basic resources unless the principal, in conjunction with the curriculum and instruction director, makes other arrangements. Supplementary resources are those which may be used by schools as additional references in the classroom.

Staff members selecting resources not currently on approved lists shall, prior to use, review these resources to insure they support District curriculum and fulfill District criteria for the selection of curriculum materials. If, as a part of this review, questions are raised about the appropriateness of the materials, staff members are expected to discuss these concerns with their principal or his/her designee. Principals, in turn, are encouraged to consult with the curriculum and instruction director or the respective subject area curriculum specialist.

Date of Adoption: [Insert Date]

InstructionReading Instruction and Improvement

The District shall develop its curriculum to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. In doing so, the District will ensure that all teachers for kindergarten through grade three should be effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement. Each student and his or her parents or guardians will be informed of the student's reading progress. It is the District's intent that each student in the District be able to read at or above grade level by third grade.

For each school year, the District shall administer an approved reading assessment three times during the school year to all students in kindergarten through grade three, except for any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years, any student receiving special education services for whom such assessment would conflict with the individualized education plan, and any student receiving services under a plan pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973 or Title II of the Americans with Disabilities Act, for whom such assessment would conflict with such section 504 or Title II plan. The first administration of such assessment for each such school year shall occur within the first thirty days of the school year.

Any student in kindergarten, grade one, grade two, or grade three shall be identified as having a reading deficiency if such student performs below the threshold level determined pursuant to the Reading Improvement Act. A student who is identified as having a reading deficiency pursuant to the Reading Improvement Act shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act shall prohibit the District from identifying any other student as having a reading deficiency.

- (1) The District will provide a supplemental reading intervention program for the purpose of ensuring that students can read at or above grade level at the end of third grade. The District may work collaboratively with a reading specialist at the State Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program shall:
  - (a) Be provided to any student identified as having a reading deficiency;
  - (b) Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
  - (c) Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school

year preceding such summer reading program. Such summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.

- (2) The supplemental reading intervention program may also include:
- (a) Reading intervention techniques that are based on scientific research and best practices;
  - (b) Diagnostic assessments to frequently monitor student progress throughout the school year and adjust instruction accordingly;
  - (c) Intensive intervention using strategies to match the weaknesses identified in the diagnostic assessment:
    - (i) Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
    - (ii) Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or
    - (iii) Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
  - (d) Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
  - (e) Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

The school of any student who is identified as having a reading deficiency shall notify such student's parents or guardians either in writing or by electronic communication no later than fifteen working days after the identification of the reading deficiency that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Any student who is identified as having a reading deficiency shall receive an individual reading improvement plan no later than thirty days after the identification of such reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program pursuant to this Policy. Each such student shall receive reading intervention services through the supplemental reading intervention program pursuant to this Policy until the student is no longer identified as having a reading deficiency.

Legal Reference: Nebraska Reading Improvement Act, Neb. Rev. Stat. Sec. 79-2601

Date of Adoption: [Insert Date]

InstructionAssessment Security1. State Assessment

The Wauneta-Palisade Public School District has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Educators are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the school buildings/district in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction.

The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

2. Achieving Valid Assessments

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and state assessments.

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.

Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.

- b. **Teaching for Success on Assessments.**

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student's knowledge, and not simply test preparation.

  - i. **Teach the Content.** Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to "teach to the test" by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. "Cramming" assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
  - ii. **Practice Tests.** Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are to conduct reviews (drills) using district approved practice assessments.
- c. **Conditions for Successful Assessments.**
  - i. **Communications.** Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
  - ii. **Climate.** Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.
  - iii. **Security.** Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
- d. **Full Participation.** Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be

exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.

e. Assistance During Assessments.

Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan, IEP and/or testing protocols.

f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

All employees are to adhere to Nebraska's Security Procedures and report breaches in security to Superintendent or the Superintendent's assessment designee for report to the Nebraska Department of Education. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Legal Reference: NDE Rule 10.05; NDE Rule 27.004.02H and 004.03D

Date of Adoption: [Insert Date]

InstructionActivitiesConcussions1. Training.

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury to all coaches of school athletic teams.

2. Education.

The Superintendent or designee shall require that concussion and brain injury information be provided on an annual basis to students and the students' parents or guardians prior to such students initiating practice or competition. The information provided to students and the students' parents or guardians shall include, but need not be limited to:

- a. the signs and symptoms of a concussion;
- b. the risks posed by sustaining a concussion; and
- c. the actions a student should take in response to sustaining a concussion, including the notification of his or her coaches.

3. Response to Concussions.

- a. Removal. A student who participates on a school athletic team shall be removed from a practice or game when he or she is reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed health care professional who is professionally affiliated with or contracted by the school.
- b. Return-to-Play. A student who has been removed from a practice or game as a result of being reasonably suspected of having sustained a concussion or brain injury shall not be permitted to participate in any school supervised team athletic activities involving physical exertion, including, but not limited to, practices or games, until the student: (i) has been evaluated by a licensed health care professional, (ii) has received written and signed clearance to resume participation in athletic activities from the licensed health care professional, and (iii) has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

The coach or administration may require that the student's return to full activities be on a stepwise progression back to full participation, or otherwise establish

conditions for return to participation that are more restrictive than those defined by the licensed health care professional if the coach or an administrator reasonably deems such to be appropriate.

The signature of an individual who represents that he or she is a licensed health care professional on a written clearance to resume participation that is provided to the school shall be deemed to be conclusive and reliable evidence that the individual who signed the clearance is a licensed health care professional. The school is not required to determine or verify the individual's qualifications.

- c. Parent Notification. If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity per the preceding paragraph, the parent or guardian of the student shall be notified by the Superintendent or designee of the date and approximate time of the injury suffered by the student, the signs and symptoms of a concussion or brain injury that were observed, and any actions taken to treat the student.
- d. Return to Learn. The Superintendent or designee shall develop a return to learn protocol for students who have sustained a concussion. The return to learn protocol shall recognize that students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

4. Responsibility of Coaches.

Coaches shall comply with this policy and apply their safety and injury prevention training. A coach who fails to do so is subject to disciplinary action, including but not limited to termination of employment.

5. Students and Parents.

It is recognized that coaches cannot be aware of every incident in which a student has symptoms of a possible concussion or brain injury. As such, students and their parents have a responsibility to honestly report symptoms of a possible concussion or brain injury to the student's coaches on a timely basis.

Legal Reference: Neb. Rev. Stat. Sections 71-9102 to 71-9106

Date of Adoption: [Insert Date]

## Concussions: Return to Learn Protocol

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of [Name] Public Schools adopts the NDE Guidance entitled "Bridging the Gap from Concussion to the Classroom," (2nd Edition)<sup>1</sup> and accompanying Appendix,<sup>2</sup> as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student's coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.

The District encourages full cooperation and support from both students and parents in each student's return to learn protocol.

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<sup>1</sup> <https://cdn.education.ne.gov/wp-content/uploads/2019/08/Return-to-Learn-Bridging-the-Gap-7.31.2019.pdf>

<sup>2</sup> <http://www.education.ne.gov/sped/birsst/Concussion%20Appendix%20final%20February%202014.pdf>.

Return to Learn Protocol

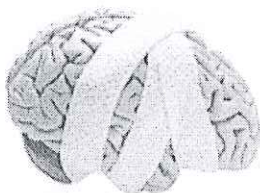
Date of Adoption: [Insert Date]

BRIDGING THE GAP  
From  
CONCUSSION  
To the  
CLASSROOM

February 2014

NEBRASKA DEPARTMENT OF EDUCATION

*Return  
to  
Learn*



BRIDGING THE GAP  
FROM CONCUSSION  
TO THE CLASSROOM:  
RETURN TO LEARN



On April 8, 2011, the Nebraska Legislature passed the Concussion Awareness Act on a vote of 43- 0. The Concussion Awareness Act became effective in Nebraska on July 1, 2012. The goal of the Act is to provide a consistent means to identify and manage concussions and help ensure the safety of those involved in youth sports.

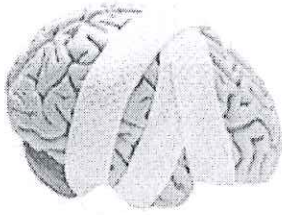
The Concussion Awareness Act contains the three tenets of model legislation as described by the Brain Injury Association and the National Football League.

1. Education: Coaches, Parents and Student Athletes
2. Removal from Play – If a concussion is reasonably suspected
3. Clearance by a Licensed Health Care Professional

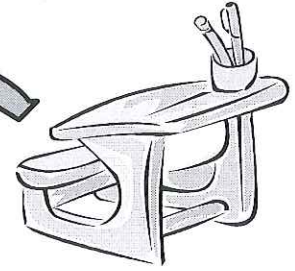
While Nebraska law requires a specified Return to Play protocol, equally important in the academic setting is a Return to Activity policy. “Bridging the Gap from Concussion to the Classroom: Return to Learn” was developed to provide guidance to assist Nebraska school districts in developing a concussion management policy, including the provision of appropriate classroom adjustments for concussed students facing learning challenges.

Just as effective concussion management requires communication and collaboration, this document has been developed, reviewed and edited collaboratively by a Concussion Task Force comprised of Nebraska Brain injury School Support Teams (BIRSST) and the following individuals representing several disciplines:

**Nova Adams**, Educational Liaison, Madonna Rehabilitation Hospital  
**Cindy Brunken**, Southeast BIRSST Team, Special Education Supervisor, Lincoln Public Schools  
**Michelle Hawley-Grieser**, Parent, Nebraska Brain Injury Advisory Council  
**Crystal Kjar**, Lincoln Southwest High School, Head Athletic Trainer  
**Rusty McKune**, Coordinator, the Nebraska Medical Center, Sports Medicine Program  
**Kody Moffatt**, MD, Pediatrics and Pediatric Sports Medicine  
**Peg Ogea-Ginsburg**, Nebraska Department of Health and Human Services, Office of Injury Prevention  
**Peggy Reisher**, Executive Director, Nebraska Brain injury Association  
**Rose Dymacek**, Education Specialist, Nebraska Department of Education, Office of Special Education



BRIDGING THE GAP  
FROM CONCUSSION  
TO THE CLASSROOM:  
RETURN TO LEARN



## What is a Brain Injury?

### **Acquired Brain Injury (ABI)**

- An acquired brain injury is an injury to the brain, which is not hereditary, congenital or degenerative that has occurred after birth. (Includes anoxia, aneurysms, infections to the brain and stroke.)

### **Traumatic Brain Injury (TBI)**

- A TBI is caused by a bump, blow or jolt to the head or a penetrating head injury that disrupts the normal function of the brain. Not all blows or jolts to the head result in a TBI. The severity of a TBI may range from "mild," i.e., a brief change in mental status or consciousness to "severe," i.e., an extended period of unconsciousness or amnesia after the injury. The majority of TBIs that occur each year are concussions or other forms of mild TBI.

### **Concussions**

- A concussion is a type of **traumatic brain injury**, or TBI, caused by a bump, blow, or jolt to the head. A concussion is **any head trauma that causes an altered mental state that may or may not involve a loss of consciousness. Only 10 percent of concussions involve a loss of consciousness!**
- Concussions can also occur following a fall or a blow to the body that causes the head and brain to move back and forth quickly.
- This sudden movement can cause the brain to bounce around in the skull, stretching and damaging the brain cells and creating chemical changes in the brain.
- Health care professionals may describe a concussion as a "mild" brain injury because concussions are usually not life-threatening. Even so, their effects can be serious. (Centers for Disease Control & Prevention)



**A CONCUSSION  
IS  
A BRAIN INJURY!**

# Incidence of Youth Concussions in Nebraska

Figure 1. Concussion rates among persons aged 5-19 years, by month – Nebraska 2008-2012

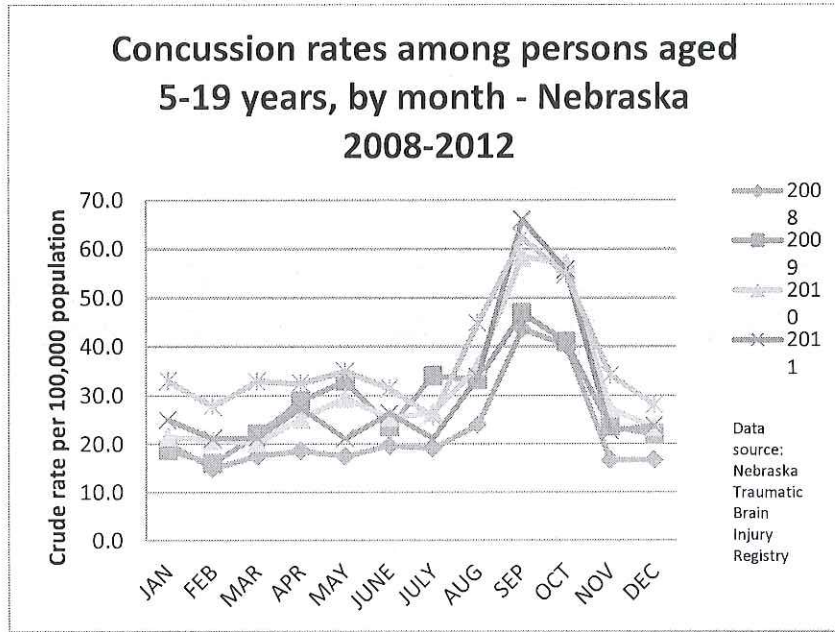
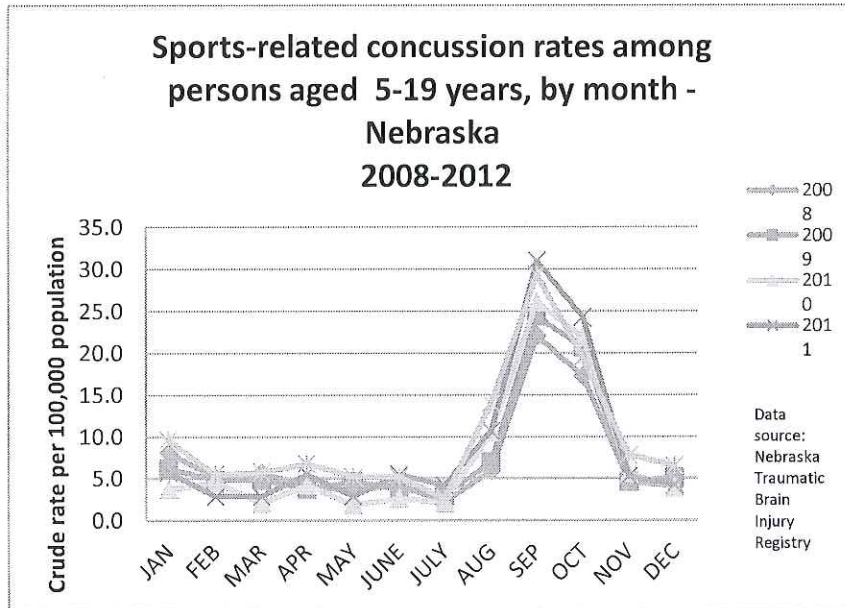


Figure 2. Sports-related concussion rates among persons aged 5-19 years, by month – Nebraska 2008-2012



**Nebraska Department of Health and Human Services, 2013**

Both figures above show a peak in concussion rates among school-aged Nebraskans in September and October. This trend has been consistent over the past 5 years. Figure 1 also shows that higher rates of concussions were diagnosed in 2012. These graphs represent persons treated in the office of a physician or psychologist or admitted to or treated at a hospital or a rehabilitation center located within a hospital in Nebraska.

## Why are Concussions Such a Big Deal?

- **A CONCUSSION IS A BRAIN INJURY!**
- A concussion can occur from an impact to the head. The most common cause of a concussion is a whiplash type injury, a rapid acceleration of the head.
- Most concussions (90%) occur without loss of consciousness!
- A “ding,” “getting your bell rung,” or what seems to be a mild bump, blow or jolt to the head can be serious and can change the way the brain normally works! (Center for Disease Control 2013).
- Because of changes in the neurophysiology of the brain, symptoms may continue to develop over the next few hours following an injury.
- After a concussion, among other effects, connections within the brain become stressed, resulting in the breaking of some connections between different brain areas and limiting the ability of the brain to process information efficiently and quickly. (Molfese 2013)
- These changes can lead to a set of symptoms affecting the student’s cognitive, physical, emotional and sleep functions, which may result in reduced ability to do tasks at home, at school, or work.
- During this time, returning to play or full-time academics before symptoms have cleared can result in **prolonged recovery time or risk of further injury**.
- Ignoring the symptoms and trying to “tough it out” often makes symptoms worse!
- “Second Impact Syndrome” may occur when a brain already injured takes another blow or hit before the brain recovers from the first –usually within a short period of time (hours, days, or weeks). A repeat concussion can slow recovery or increase the likelihood of having long-term problems. In rare cases, repeat concussions can result in edema (brain swelling), permanent brain damage and even death. (Center for Disease Control 2013)
- As the chemistry of the brain returns to normal, the symptoms begin to subside and for most people, they resolve within 1 to 6 weeks.
- **During the recovery period, it is very important that individuals are monitored for full resolution of symptoms and referred if further evaluation or treatment is needed.** (Terryberry-Spohr 2013)



## Symptoms of TBI/Concussion

School professionals can best support a student's return to school by understanding the effects of concussion and providing the needed academic adjustments and supports. Knowledge of concussion symptoms can help the student and the school team identify the specific needs of the student, monitor changes and provide appropriate accommodations to facilitate the student's recovery and minimize the pressure to return to activities too soon. (CDC 2013)

Symptoms of TBI/Concussion that may affect school performance fall into four categories:

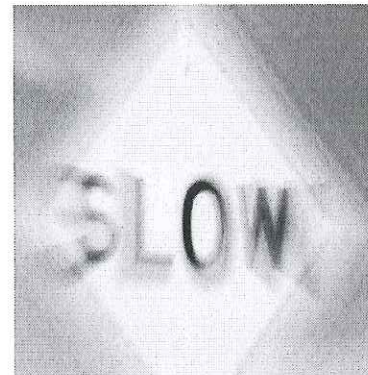
- Thinking/Cognitive/Remembering
- Sleep
- Physical Symptoms
- Emotional/Mood Symptoms



### Thinking/Cognitive Red Flags

Look for increased difficulty with:

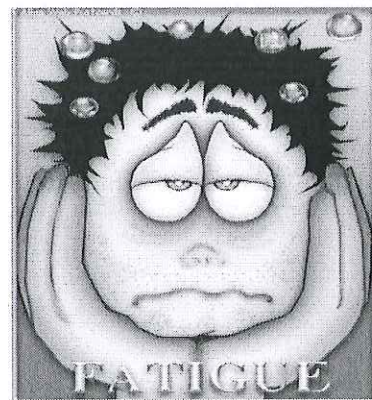
- Thinking clearly
- Concentrating, Staying on task
- Remembering new information
- Slowed response or processing of information (Feeling slowed down)
- Reduced academic performance



### Sleep Red Flags

Sleep symptoms tend to last longer than other symptoms. Look for increased:

- Drowsiness
- Sleeps more than usual
- Sleeps less than usual
- Difficulty falling asleep
- Fatigue – tired, having no energy





## Physical Red Flags

Look for increased difficulty with:

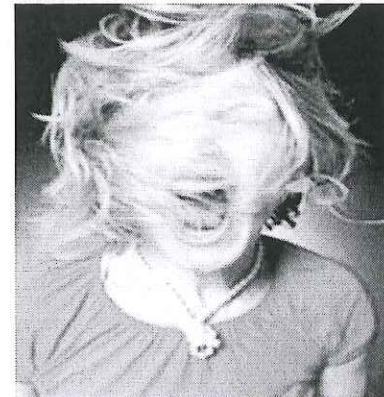
- Headaches
- Fuzzy or Blurred Vision (visual problems)
- Balance problems
- Dizziness
- Nausea, vomiting
- Sensitivity to light
- Sensitivity to noise
- Disorientation



## Social Emotional Red Flags

Look for increased difficulty with:

- Irritability
- Sadness
- More emotional
- Changes in mood
- Nervousness
- Anxiety



Return to Activity = Return to Learn + Return to Play

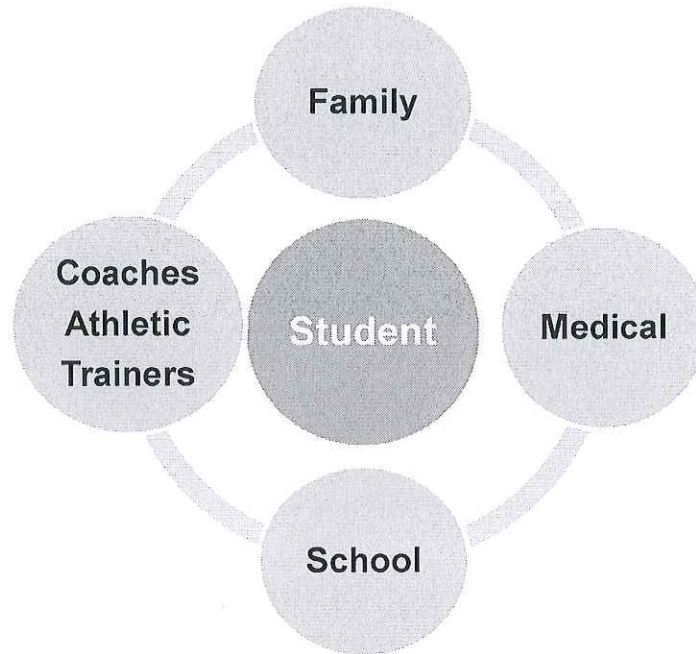


- The Center for Disease Control estimates that 1.7 million traumatic brain injuries occur annually and that 75% of those injuries are mild TBIs (concussions). Concussions occur from sports, falls, playground and bicycle accidents as well as motor vehicle accidents.
- Attention has been given to sports-related concussions because concussion laws have been passed in nearly every state and procedures for Return to Play are familiar to parents, schools and medical personnel.
- Equally important is Return to Learning in the classroom!
- After a concussion, the child or adolescent does not appear to be ill or physically injured. In fact, they may “look” just fine. Nonetheless, a concussion can have direct effects on learning and evidence suggests that using a concussed brain to learn may worsen concussion symptoms and may prolong recovery. (Halstead, McAvoy, et al 2013)
- As the brain is recovering, reducing demands on the brain and avoiding overexertion of the brain at home and at school through a reduction in physical and cognitive activity is beneficial to the recovery of the student
- **Every student and every concussion is different!** No two concussions are the same! The amount of time needed between the injury and the commencement of return to learn activities will vary not only between students, but also between concussions (should a student suffer more than one).
- A Return to Activity plan is composed of two parts:
  - Return to Academics – a gradual return to school and academic requirements implemented by the teaching staff
  - Return to Play – a gradual return to sports implemented by the athletic staff.
- Both the return to academics, and when appropriate, the return to play progression should be allowed to progress over time and as symptoms subside.
- **Please refer to the Return to Academics Progression and Return to Play Progression suggestions at the end of this document. \*\*\***

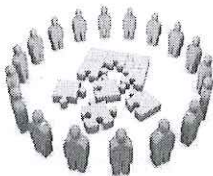
## Concussion Management: Recommended Best Practice for Nebraska Schools

- Once a concussion has been diagnosed by a healthcare professional, managing the concussion is best accomplished by creating a support system for the student/athlete. **Communication and collaboration** among parents, school personnel, coaches and athletic trainers, and healthcare providers in overseeing both the return to academics and return to play progressions is essential for the recovery process. Teamwork is required to adjust the treatment and management of the concussion. **Best practice indicates that the student should return to school with a RELEASE OF INFORMATION SIGNED BY THE PARENTS that allows for two-way communication between school personnel and the healthcare provider.** (McAvoy, 2012)

## A collaborative approach with the student as the CENTER OF FOCUS!



- Each school district creates a **Concussion Management policy** that incorporates:
  - **Knowledge** about concussion as a mild traumatic brain injury
  - **Training** for all coaches, athletes, parents, and school staff about concussion management
  - **A Concussion Management Team** with a designated contact person.



### The Concussion Management Team

#### Members may include:

**Health Care Professional\***  
**Parent(s)\***  
**School Administrator or designee\***  
Athletic Director  
Athletic Trainer  
Coach  
School Nurse  
Teacher(s)

Speech Language pathologist  
School Psychologist  
School Counselor  
Occupational Therapist  
Physical Therapist  
Student Athlete

**Essential members\***

## Concussion Management Team (CMT) Responsibilities:

- The CMT ensures that every student who suffers a concussion is monitored for a safe return to activity. The CMT designs the Return to Activity Plan with input from the healthcare provider.
- **CMT** contact person is notified of concussion (by parents or athletic trainers, coaches); CMT contact person notifies parent if concussion occurs during school activity;
- CMT contact person notifies school nurse, athletic trainer/coach and teachers as appropriate;
- **Assess** and document the physical, cognitive, behavioral, emotional and sleep **symptoms** and **needs** of a concussed student/athlete;
- Design an **individual plan** for schedule **adjustments**, supports, academic adjustments (i.e., reduced assignments) and physical activity, including PE, dance, active recess, as appropriate and share with school personnel, student and parents;
- **Teachers, Parents, Coaches, Medical providers & Student** communicate, monitor the effectiveness of the plan and document symptoms and academic progress;
- CMT (SAT) meets regularly to **review the student's symptoms and progress**, make adjustments and notifies school staff and health care professional of updates;
- **Adjustments continue until the student no longer needs academic adjustments as a result of the concussion;**
- CMT offers resources on concussions to parents;
- Contact [Brain Injury Regional School Support Team \(BIRSST\)](#) for assistance or resources;
- Follow a [gradual Return-to-Activity](#) for academics and athletics;
- **After symptoms subside and CMT certifies there are no academic concerns or adjustments needed and family and coaches agree student is symptom-free without medication, then**
- Written clearance from a medical provider is given if student/athlete is "back to baseline" on neurocognitive measures and
- Written permission for Return to Activity from parents is obtained;
- Student/athlete returns to academic activities without adjustments and begins Return to Play Protocol; **a successful Return to Learn is necessary before approval for Return to Play. (McAvoy, 2012).**
- Document concussion in student's education file;
- If symptoms last more than 3 – 4 weeks, follow-up assessment and academic adjustments may need to be strengthened or remain in place longer;
- If problems persist, academic accommodations and student supports may be provided through an (Response to Intervention (Rtl) Plan, a Health Plan or a 504 Plan;
- The majority of concussed students will not require an IEP; however, a small percentage of students may require a special education referral.
- Parents and medical professions seek medical explanation and treatment for slowed recovery and schools continue to provide appropriate supports.

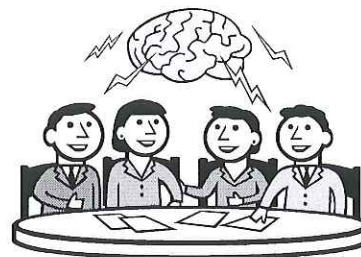
- **Keep in mind that progression is individual for each student!**

## **Return to Learn BEFORE Return to Play!**

**If a student athlete continues to receive academic adjustments due to the presence of any symptoms, they should be considered symptomatic and not be allowed to resume physical activity.** McAvoy, Returning to Learn: Going Back to School Following a Concussion. Communique on line, April 2011.

### Brain Injury Regional School Support Teams (BIRSST)

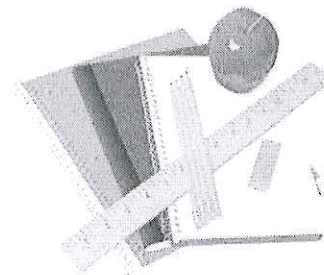
- Nebraska has five regional BIRSST teams
  - Refer to attached **map** for **BIRSST team locations and contacts**
- BIRSST teams can assist school districts in:
  - Identifying strategies to support student success
  - Providing information on brain injury and resources
  - Providing training and consultation for Concussion Management Team



### Tips for Teachers

Symptoms of concussion often create learning difficulties for students. Immediately after diagnosis of a concussion, an individualized plan for learning adjustments should be initiated with a gradual, monitored return to full academics as symptoms clear. Typical classroom adjustments and accommodations include:

- Reduce course workload
- Decrease homework
- Allow breaks during the day, i.e. rest in quiet area
- Allow additional time to complete assignments
- Provide instructor's notes, outline or study guide for student
- Avoid over-stimulation (noise and light)
- Avoid testing or completion of major projects during recovery time when possible



Refer to **Tips for Teachers** in Appendices for additional adjustments or accommodations.

## Tips for Parents

- Parents play a key role in maximizing the child's recovery from a concussion.
- Parents take student to ER or contact the child's healthcare provider immediately after the concussion.
- After the diagnosis of a concussion by the healthcare professional, parents monitor symptoms and activities at home.
- Parents enforce rest, both physical and cognitive, and ensure that the child receives sufficient sleep and engages in quiet, restful activities immediately after a concussion.
- Parents take student to follow-up appointments with the healthcare provider.
- For the first few days, the student/athlete may have symptoms that interfere with concentration and may need to stay home from school to rest for a day or two and refrain from:

- Watching TV
- Playing video games
- Texting
- Working/playing on computer
- Driving
- Use of Cell phone
- Blowing on a musical instrument
- Piano lessons



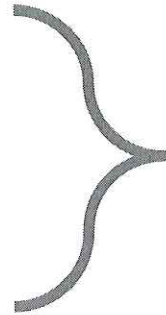
- Light mental activities can resume as long as symptoms do not worsen. When the student/athlete can tolerate 30-45 minutes of light mental activity, a gradual return to school can commence.
- Parents monitor and track symptoms at home and communicate regularly with the school Concussion Management Team (CMT) Coordinator and/or health care provider.
- Parents sign Permission for two-way Release Information between the medical provider and the school district.
- Parents may request information from the school CMT on concussions.
- Parents are aware of academic adjustments in the school setting.
- Deliver medical clearance from the healthcare provider to the CMT when appropriate.

## References

1. Centers for Disease Control and Prevention - *Returning to School After a Concussion: A Fact Sheet for School Professionals*.  
[http://www.cdc.gov/concussion/pdf/TBI\\_Returning\\_to\\_School-a.pdf](http://www.cdc.gov/concussion/pdf/TBI_Returning_to_School-a.pdf)
2. Giza C., Kutcher J., *et al.* Summary of evidence-based guideline update: Evaluation and management of concussion in sports. *Neurology*, 2013: 10.1212/WNL.0b013e31828d57dd.
3. Halstead, M., McAvoy, K., *et al.* *Returning to Learning Following a Concussion*. *Pediatrics*: originally published online October 27, 2013.  
<http://pediatrics.aappublications.org/content/early/2013/10/23/peds.2013-2867>
4. McGrath, N. (2010). Supporting the Student-Athlete's Return to the Classroom after a Sport Related Concussion. *Journal of Athletic Training*, 45(5), 492-498.
5. McAvoy, K. (2013). *REAP the benefits of good concussion management*. Centennial, CO: Rocky Mountain Sports Medicine Institute Center.
6. McAvoy, K. (2012). Return to Learning: Going Back to School Following a Concussion. *NASP Communique* online. March/April.
7. McCrory P., Meeuwisse W., Aubry M., *et al.* Consensus Statement on Concussion in Sport: the 4<sup>th</sup> International Conference on Concussion in Sport. *Br J Sports Med*. 2013; 47: 250-258
8. Orcas (2011). *Brain Injury 101: Concussion Management. Policy and Resource Handbook*. Retrieved from <http://brain101orcasinc.com>
9. The Center on Brain Injury Research and Training. *Max's Law: Concussion Management Implementation Guide*. Retrieved from <http://www.cbirt.org>

## WHAT CAN YOU DO TO CHANGE THE CULTURE OF CONCUSSION IN NEBRASKA?

- ✓ Educate
- ✓ Communicate
- ✓ Collaborate



Parents  
Students  
Schools  
Physicians

# Wear your helmet!



**BRIDGING THE GAP**  
**From CONCUSSION To The CLASSROOM**

**APPENDICES**

**Nebraska Concussion Awareness Act – Quick Facts**

**Concussion Resources**

**Return to Academics Progression**

**Return to Play Progression**

**Post-Concussion Symptom Checklist**

**Tips for Teachers**

**NE Concussion Management Recommended Best  
Practice**

**Information from Teachers for CMT**

**BIRSST Team Map and Team Contacts**

## Nebraska Concussion Awareness Act – Quick Facts

### **Return to Play**

- **Goal: To provide a consistent means to identify and manage concussions and help ensure the safety of those involved in youth sports.**
- Legislation passed by Nebraska Legislature - Final Reading on April 8, 2011 (43-0)
- Effective July 1, 2012
- The Concussion Awareness Act contains the three tenets of model legislation as described by the Brain Injury Association and the National Football League.
  1. Education: Coaches, Parents and Student Athletes
  2. Removal from Play – If a concussion is reasonably suspected
  3. Clearance by a Licensed Health Care Professional
- Concussion Awareness Act applies to:
  - ✓ Approved or accredited public, private, denominational or parochial schools (does not include higher education/college and university) Section 4.
  - ✓ Athletes 19 years of age or younger that participate in organized sports (“any city, village, business or nonprofit that organizes sports, charges a fee or is sponsored by a business or nonprofit organization.”) Section 5
- Education provided for:
  - ✓ Coaches. Training approved by the Chief Medical officer must be made available to all coaches.
  - ✓ Parents and student athletes. Concussion and brain injury information must be provided:
    - On an annual basis and
    - Prior to the start of practice or competition.
- Removal from Play
  - ✓ Any student athlete or athlete shall be removed from play when they are reasonably suspected of having a concussion by a coach or licensed health care professional.
  - ✓ If an athlete is removed from activity due to reasonable suspicion of suffering a concussion:
    - Parents or Guardians must be notified of the date and approximate time of the injury and the signs and symptoms that were observed, as well as any actions taken to treat.
- Return to Play
  - ✓ A student-athlete or athlete may be allowed to return to play when:
    - They have been evaluated by a licensed health care professional
    - They have received written clearance from the licensed health care professional;
    - They have submitted the written and signed clearance to resume participation in athletic activities accompanied by written permission to resume participation from the student’s parent or guardian.
- For more information, please refer to:
  - ✓ Nebraska Department of Health and Human Services  
<http://dhhs.ne.gov/publichealth/concussion/Pages/Home.aspx>

# CONCUSSION RESOURCES

1. **Nebraska Department of Education**

<http://www.education.ne.gov/sped/birsst.html>

- **Bridging the Gap from Concussion to Classroom: Return to Learn**

2. **Nebraska Department of Health and Human Services**

<http://dhhs.ne.gov/publichealth/concussion/Pages/Home.aspx>

- Concussion Awareness Act – Training for Coaches, Parents, Students

3. **Concussion ABCs posted by the Centers for Disease Control and Prevention**

<http://www.cdc.gov/concussion/HeadsUp/schools.html>

- Heads Up to Schools, Know Your Concussion ABC's
- A Fact Sheet for Teachers, Counselors, and School Professionals
- A Fact Sheet for School Nurses
- Parent/Athlete Concussion Information Sheet
- Returning to School After a Concussion: A Fact Sheet for School Professionals

4. **The Center on Brain Injury Research and Training, University of Oregon**

<http://www.cbirt.org>

- **The Center on Brain Injury Research and Training. *Max's Law: Concussion Management Implementation Guide.*** Retrieved from <http://www.cbirt.org>
- <http://cbirt.org/tbi-education/school-reentry/returning-school-after-tbi/>
- <http://cbirt.org/tbi-education/school-reentry/supports-consider-during-school-reentry/>
- <http://cbirt.org/news/concussion-frequently-asked-questions-parents/>

5. **School-wide Concussion Management cartoon video: "What's a Concussion, Anyway? (15 minute cartoon video)"** <http://brain101.orcasinc.com/>

- Concussion Management Program and information for coaches, schools, parents and students
- Return to Academics Progression, Return to Play Progression and Sample Return to Activity Documentation

6. REAP Guidelines

<http://www.rockymountainhospitalforchildren.com/sports-medicine/concussion-management/reap-guidelines.htm>

- McAvoy, K. (2013) REAP the benefits of good concussion management. Centennial, CO: Rocky Mountain Sports Medicine Institute Center for Concussion.

7. The BrainSTEPS Program – Pennsylvania [www.brainsteps.net](http://www.brainsteps.net)

- [Concussion Webinar](#)
- [Concussion Return to School Protocol](#)
- [Protocol Flow Chart](#)
- [Why every school should have a Concussion Management Team](#)
- [Teacher's Desk Reference: Concussion](#)

8. Colorado Department of Education

[http://www.cde.state.co.us/sites/default/files/documents/cdesped/download/pdf/tbi\\_concussionguidelines.pdf](http://www.cde.state.co.us/sites/default/files/documents/cdesped/download/pdf/tbi_concussionguidelines.pdf)

- [Concussion Management Guidelines 2012](#)

9. Brain Injury Association of Nebraska [www.biane.org](http://www.biane.org)

10. Halstead, M., McAvoy, K., *et al.* *Returning to Learning Following a Concussion. Pediatrics*; originally published online October 27, 2013.  
<http://pediatrics.aappublications.org/content/early/2013/10/23/peds.2013-2867>

11. Nebraska Brain Injury Advisory Council [www.braininjury.ne.gov](http://www.braininjury.ne.gov)

12. [brainline.org](http://www.brainline.org) - <http://www.brainline.org/content/2010/06/general-information-for-parents-educators-on-tbi.html>

13. Information for Parents

[http://www.brainline.org/landing\\_pages/categories/concussion.html](http://www.brainline.org/landing_pages/categories/concussion.html)  
<http://cbirt.org/news/concussion-frequently-asked-questions-parents/>

## RETURN TO ACADEMICS PROGRESSION

Progression is individual. All concussions are different. Students may start at any of these steps, depending on symptoms, and may remain at a step longer if needed. If symptoms worsen, the CMT should reassess. If symptoms quickly improve, a student may also skip a step or two. Be flexible!

Steps	Progression	Description
1	<b>HOME – Cognitive and physical rest</b>	<ul style="list-style-type: none"> <li>➤ Stay at home</li> <li>➤ No driving</li> <li>➤ Limited mental exertion – computer, texting, video games, homework</li> </ul>
2	<b>HOME – Light Mental Activity</b>	<ul style="list-style-type: none"> <li>➤ Stay at home</li> <li>➤ No driving</li> <li>➤ Up to 30 minutes mental exertion</li> <li>➤ No prolonged concentration</li> </ul>

**Progress to Step 3 when student handles up to 30 minutes of sustained mental exertion without worsening of symptoms.**

3	<b>SCHOOL – Part Time</b>  Maximum adjustments  Shortened day/schedule  Built-in breaks	<ul style="list-style-type: none"> <li>➤ Provide quiet place for scheduled mental rest</li> <li>➤ Lunch in quiet environment</li> <li>➤ No significant classroom or standardized testing</li> <li>➤ Modify rather than postpone academics</li> <li>➤ Provide extra time, help, and adjustment of assignments</li> </ul>
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**Progress to Step 4 when student handles 30-40 minutes of sustained mental exertion without worsening of symptoms.**

4	<b>SCHOOL – Part Time</b>  Maximum adjustments  Shortened day/schedule	<ul style="list-style-type: none"> <li>➤ No standardized testing</li> <li>➤ Modified classroom testing</li> <li>➤ Moderate decrease of extra time, help, and modification of assignments</li> </ul>
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**Progress to Step 5 when student handles 60 minutes of mental exertion without worsening of symptoms.**

5	<b>SCHOOL – Part Time</b>  Minimal adjustments	<ul style="list-style-type: none"> <li>➤ No standardized testing; routine tests are OK</li> <li>➤ Continued decrease of extra time, help, and adjustment of assignments</li> <li>➤ May require more support in academically challenging subjects</li> </ul>
---	--	---

**Progress to Step 6 when student handles all class periods in succession without worsening of symptoms AND receives medical clearance for full return to academics and athletics.**

6	<b>SCHOOL – Full Time</b>  Full academics  No adjustments	<ul style="list-style-type: none"> <li>➤ Attends all classes</li> <li>➤ Full homework and testing</li> </ul>
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**When symptoms continue beyond 3-4 weeks, prolonged in-school supports are required. Request a 504 meeting to plan and coordinate student supports.**

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## RETURN TO PLAY PROGRESSION

Return to play is a medical decision. The CMT will be familiar with state concussion laws and understand which healthcare providers may clear a student. **To begin the Return to Play Plan, the student must be free of all symptoms (see Signs and Symptoms of Concussion), have no academic adjustments in place, and be cleared by a healthcare provider.** The student may spend 1-2 days at each step before advancing to the next. If post-concussion symptoms occur at any step, stop activity and have the CMT reassess.

Rehabilitation Stage	Functional exercise at each stage of rehabilitation	Objective of each stage
1. No activity	Symptom limited physical and cognitive rest.	Recovery
2. Light aerobic exercise	Walking, swimming or stationary cycling keeping intensity <70% maximum permitted heart rate.  No resistance training.	Increase HR
3. Sport-specific exercise	Skating drills in ice hockey, running drills in soccer. No head impact activities.	Add movement
4. Non-contact training drills	Progression to more complex training drills, e.g., passing drills in football and ice hockey. May start progressive resistance training.	Exercise, coordination and cognitive load
5. Full-contact Practice	Following medical clearance.  Participate in normal training activities.	Restore confidence and assess functional skills by coaching staff
6. Return to play	Normal game play	

Recommendations from 2012 Zurich Consensus Statement on Concussion – McRory, P., Meeuwisse, WH, Aubry, M, et. al., *Br. J Sports Med* 2013; 47:250-258.

# Post-Concussion Symptom Checklist

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

Please indicate how much each symptom has bothered you over the past 2 days.

Symptoms		None	Mild		Moderate		Severe	
<b>PHYSICAL</b>	Headache	0	1	2	3	4	5	6
	Nausea	0	1	2	3	4	5	6
	Vomiting	0	1	2	3	4	5	6
	Balance Problem	0	1	2	3	4	5	6
	Dizziness	0	1	2	3	4	5	6
	Blurry or double vision	0	1	2	3	4	5	6
	Sensitivity to Light	0	1	2	3	4	5	6
	Sensitivity to Noise	0	1	2	3	4	5	6
	Balance Problems	0	1	2	3	4	5	6
	Pain other than headache	0	1	2	3	4	5	6
<b>THINKING/ COGNITIVE</b>	Feeling "in a fog"	0	1	2	3	4	5	6
	Feeling Slowed Down	0	1	2	3	4	5	6
	Difficulty concentrating	0	1	2	3	4	5	6
	Difficulty Remembering	0	1	2	3	4	5	6
<b>SLEEP ISSUES</b>	Trouble Falling Asleep	0	1	2	3	4	5	6
	Fatigue or low energy	0	1	2	3	4	5	6
	Drowsiness	0	1	2	3	4	5	6
<b>EMOTIONAL</b>	Feeling more Emotional	0	1	2	3	4	5	6
	Irritability	0	1	2	3	4	5	6
	Sadness	0	1	2	3	4	5	6
	Nervousness	0	1	2	3	4	5	6

Do symptoms worsen with physical activity? Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_  
 Do symptoms worsen with thinking/cognitive activity? Yes \_\_\_\_\_ No \_\_\_\_\_ Not Applicable \_\_\_\_\_

Activity Level: Over the past two days, compared to what I would typically do, my level of activity has been \_\_\_\_\_ % of what it would normally be.

## TIPS FOR TEACHERS

### Concussion Symptoms, Possible School Problems & Adjustments/Accommodations

Concussion Symptoms	Implications at school	Potential Adjustments in School Setting
<b>PHYSICAL SYMPTOMS</b> <ul style="list-style-type: none"> <li>• Headache (most common symptom reported in concussions)</li> </ul>	<ul style="list-style-type: none"> <li>• Poor concentration - may vary throughout day;</li> <li>• Can be triggered by fluorescent lighting, loud noises and focusing on tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Frequent breaks</li> <li>• Reduce exposure to aggravators, i.e., turn off fluorescent lights</li> <li>• Rest as needed in nurse's office or quiet area</li> </ul>
<ul style="list-style-type: none"> <li>• Dizziness/ Lightheadedness</li> </ul>	<ul style="list-style-type: none"> <li>• Standing quickly or walking in crowded environment may present a challenge</li> <li>• Often provoked by visual stimulus (rapid movements, videos, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>• Allow student to put head down if symptoms worsen</li> <li>• Early dismissal from class and extra time to get from class to class to avoid crowded hallways</li> </ul>
<ul style="list-style-type: none"> <li>• Visual Symptoms               <ul style="list-style-type: none"> <li>○ Light sensitivity</li> <li>○ Double vision</li> <li>○ Blurry vision</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Trouble seeing slide presentations, movies, smart boards, computers, handheld computers (tablets)</li> <li>• Difficulty reading &amp; copying</li> <li>• Difficulty paying attention to visual tasks</li> </ul>	<ul style="list-style-type: none"> <li>• Reduce brightness on the screens</li> <li>• Student may wear hat or sunglasses in school</li> <li>• Audiotapes instead of books</li> <li>• Seat student close to center of classroom activities (preferential seating if blurry vision)</li> <li>• Turn off fluorescent lights</li> <li>• Cover one eye with patch/ tape or one lens if glasses are worn (double vision)</li> </ul>
<ul style="list-style-type: none"> <li>• Noise Sensitivity</li> </ul>	<ul style="list-style-type: none"> <li>• Troubles with various noises in several school settings: Lunchroom, shop classes, music classes (band, choir), physical education classes, hallways</li> <li>• Organized sports practice</li> </ul>	<ul style="list-style-type: none"> <li>• Allow student to eat lunch in quiet area with classmate</li> <li>• Limit or avoid band, choir or shop classes</li> <li>• Avoid noisy gyms and organized sports practices and games</li> <li>• Consider use of earplugs</li> <li>• Early dismissal from class to avoid crowded, noisy hallways</li> </ul>
<b>THINKING/COGNITIVE SYMPTOMS</b> <ul style="list-style-type: none"> <li>• Difficulty concentrating or remembering</li> </ul>	<ul style="list-style-type: none"> <li>• Challenges learning new tasks and comprehending new material (slowed processing speed)</li> <li>• Difficulty recalling and applying previously learned material</li> <li>• Lack of focus in the classroom</li> <li>• Difficulties with test taking, including standardized tests</li> </ul>	<ul style="list-style-type: none"> <li>• Avoid testing or completion of major projects during recovery time when possible</li> <li>• Provide extra time to complete non-standardized tests in a quiet environment</li> <li>• Postpone standardized testing when possible</li> <li>• Consider one test per day during exam periods</li> <li>• Assess knowledge using multiple-choice instead of open-ended questions</li> </ul>

Concussion Symptoms	Implications at school	Potential Adjustments in School Setting
THINKING/COGNITIVE SYMPTOMS (cont'd)		<ul style="list-style-type: none"> <li>• Consider use of preprinted notes, note taker, scribe or reader for oral testing</li> <li>• Consider tape recorder for note taking</li> <li>• Reduce the cognitive load &amp; focus on the most important concepts for student to know – quality vs. quantity</li> <li>• Consider decreasing homework and reducing make-up work</li> <li>• Provide both oral and written instructions; clarify instructions</li> </ul>
SLEEP ISSUES	<ul style="list-style-type: none"> <li>• Excessive fatigue can hamper memory for new or past learning or ability to attend and focus</li> <li>• Insufficient sleep can lead to tardiness or excessive absences</li> <li>• Difficulty getting to sleep or frequent waking at night may lead to sleeping in class</li> <li>• Excessive napping due to fatigue may lead to further disruptions of the sleep cycle</li> </ul>	<ul style="list-style-type: none"> <li>• Allow for late start or shortened school day to catch up on sleep</li> <li>• Allow rest breaks during day if needed</li> </ul>
EMOTIONAL/MOOD SYMPTOMS	<ul style="list-style-type: none"> <li>• Sadness, Irritability, changes in mood, nervousness, anxiety may affect social relationships with adults and peers</li> <li>• Student may feel scared, angry or depressed as a result of the concussion.</li> </ul>	<ul style="list-style-type: none"> <li>• Develop an emotional support plan for the student. This may include an adult with whom the student can talk if feeling overwhelmed</li> <li>• Mental fatigue may result in emotional meltdowns</li> <li>• Allow “signal” for student to remove himself/herself from classroom to de-escalate</li> <li>• Provide reassurance that what they are feeling is typical in the course of recovery – i.e., concern about getting behind in school work and/or grades</li> <li>• Share difficulties and progress with parents, CMT contact person, medical personnel, athletic coaches/ trainers as appropriate</li> </ul>

Sources: Halstead, M., McAvoy, K., et al. *Returning to Learning Following a Concussion.*

*Pediatrics*: originally published online October 27, 2013.

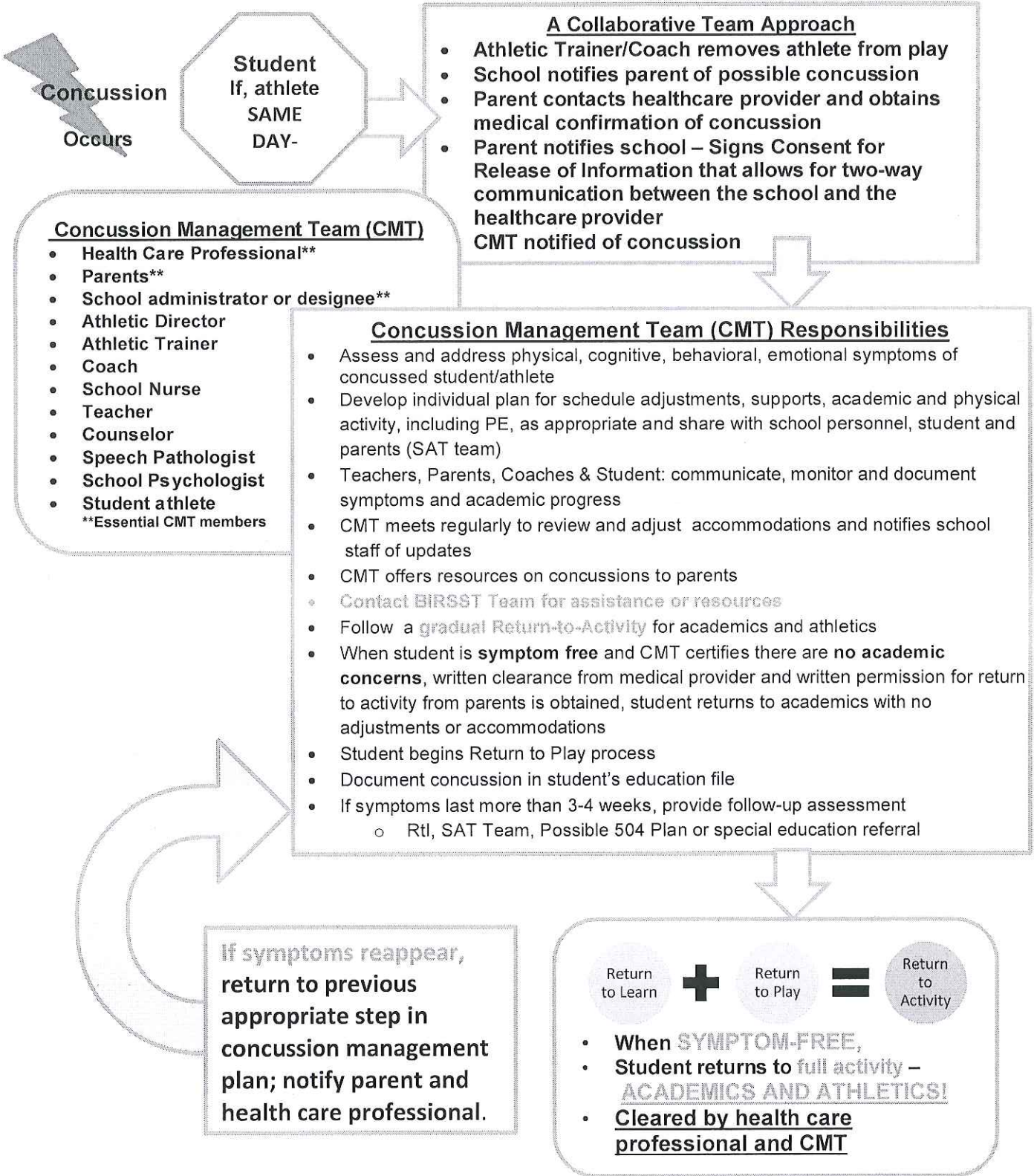
<http://pediatrics.aappublications.org/content/early/2013/10/23/peds.2013-2867>

Oregon Concussion Awareness and Management Program (OCAMP)

[http://media.cbirt.org/uploads/files/sports\\_concussion\\_management\\_guide.pdf](http://media.cbirt.org/uploads/files/sports_concussion_management_guide.pdf)

# NE Concussion Management Recommended Best Practices

(Adapted from CDC, OCAMP Advisory group June 2010 and Oregon Concussion Awareness and Management Program)



Information from Teachers for CMT

Date:  Student Name:

Date of Concussion:

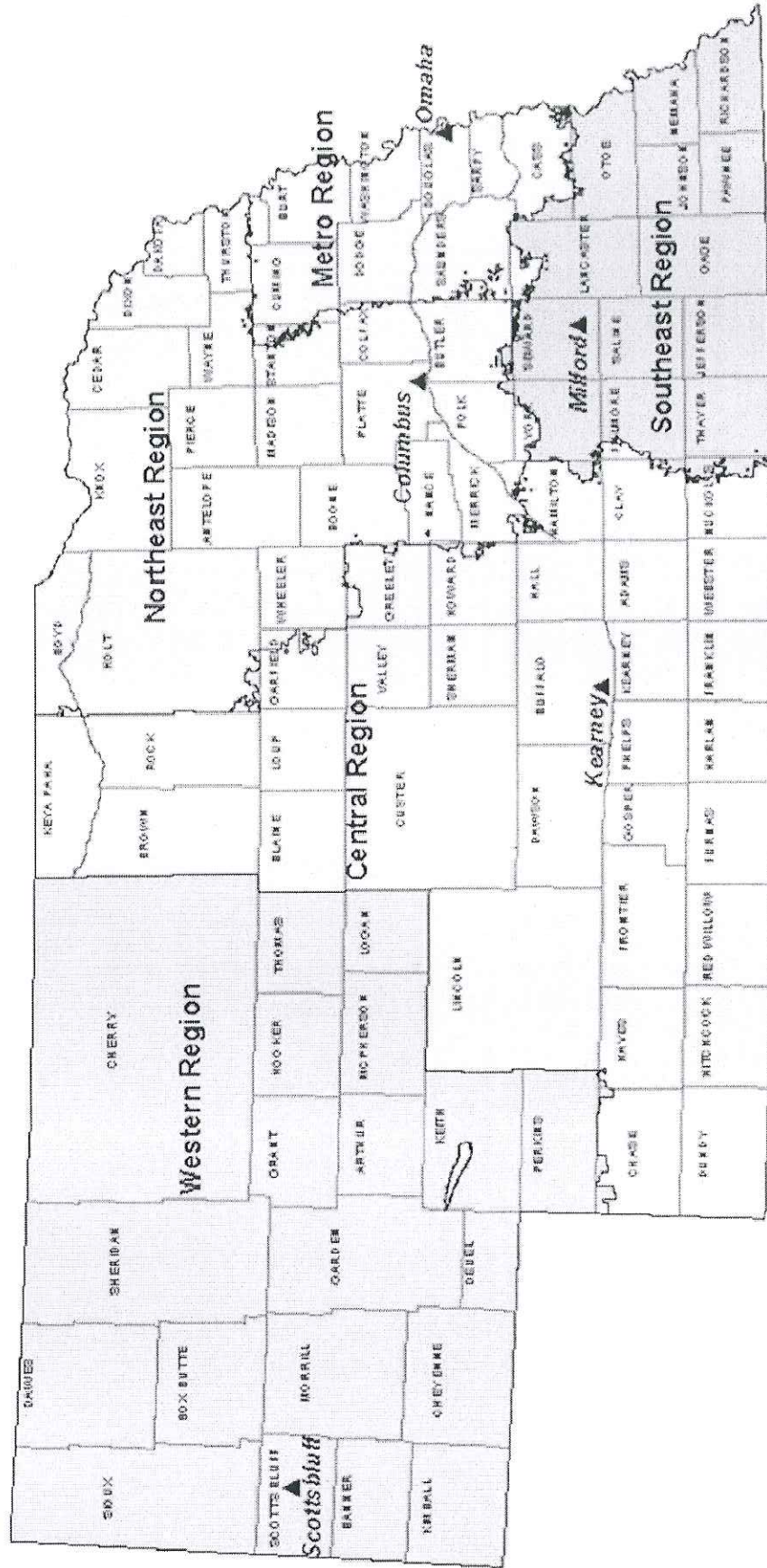
**To Teachers:** The above named student has been diagnosed with a concussion. Please indicate if you are seeing physical, cognitive, emotional or sleep/energy symptoms in your classroom related to this concussion, or if you have concerns about this student's progress, please state them below. Thank you for your valuable feedback.

Class: Teacher:	What academic adjustments, if any, is the student still receiving in your classroom?	Has the student reported or have you noticed any concussion symptoms in the last two days? (Headaches, dizziness, difficulty concentrating, remembering, more irritable, fatigued than usual?) If YES, please explain:	Is this student performing at their pre-concussion learning level? Yes or No? If NO, please explain:

# BIRSST - Brain Injury School Support Team Contacts 2013-2014

<p><b>Central Region</b></p>	<p><b>Kristine Einspahr</b> ESU #10 76 Plaza Boulevard Kearney, NE 68848</p>	<p>(308) 237-5927 X 314 keinspahr@esu10.org</p>
<p><b>Metro Region</b></p>	<p><b>Greg Gaden</b> ESU #3 6949 S. 10th Omaha, NE 68128</p> <p><b>Andrea McDonald</b> ESU #2, #3 and #19</p> <p><b>Lou Bauer</b> ESU #2</p>	<p>(402) 597-4934 (402) 610-4240 (cell) ggaden@esu3.org</p> <p>(402) 350-5622 andrea.mcdonald30@gmail.com</p> <p>(402) 721-7710 X 209 lbauer@esu2.org</p>
<p><b>Northeast Region</b></p>	<p><b>Cathy Schroeder</b> ESU #1 211 Tenth Street Wakefield, NE 68756</p>	<p>(402) 287-2061 (712) 490-6571 cschroeder@esu1.org</p>
<p><b>Southeast Region</b></p>	<p><b>Cindy Brunken</b> Lincoln Public Schools 5905 O Street Lincoln, NE, 68510</p>	<p>(402) 436-1902 cbrunk@lps.org</p>
<p><b>Western Region</b></p>	<p><b>Steve Helgeland</b> ESU #13 4215 Avenue I Scottsbluff, NE 69361</p>	<p>(308) 635-3696 shelgeland@esu13.org</p>

# BIRSSST Region Map – 2013-2014



InstructionInitiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference: Neb. Rev. Stat. Sections 79-2,101 to 79-2,103  
Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to 79-296  
Neb. Rev. Stat. Sections 28-311.06 to 28-311.07

Date of Adoption: [Insert Date]

InstructionStudent Participation in Athletic Contests Between Schools

Students in kindergarten through sixth grade may not participate in athletic contests between schools within a school system or between school systems. Annual field or play days are excluded from this restriction.

Sixth grade boys or girls may participate when combined enrollment for seventh and eighth grade becomes fewer than 12 boys or 12 girls or a waiver is otherwise granted. The policy regulating participation for sixth graders is the same as other middle school students.

Elementary school systems having seventh and eighth grade athletics may include sixth grade boys or girls if the combined enrollment for seventh and eighth grade is fewer than 12 boys or 12 girls and if the school board has a policy regulating participation for sixth graders. The board's policy for participation of sixth graders is as follows: A sixth grade student may participate if (1) the student meets the same standards applicable to seventh and eighth graders and (2) participation in the activity is not prohibited by the bylaws of the Nebraska School Activities Association.

Students in seventh and eighth grades may participate in interscholastic competitions subject to and in a manner consistent with the bylaws of the Nebraska School Activities Association. The scholastic eligibility rules for seventh and eighth grades shall be the same as established by the school board for high school interscholastic competitions and, in the absence of such rules, shall be the minimum established by the Nebraska School Activities Association.

Legal Reference: NDE Rule 10.004.02C  
Nebraska School Activities Association Middle Level Activities Bylaws,  
Article 9

Date of Adoption: [Insert Date]

Instruction

Activities

Return to Learn From Cancer

The Superintendent or designee shall make available training on how to recognize that students who have been treated for pediatric cancer and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff.

A 504 team meeting will be held, as appropriate, to develop individual return to learn accommodations and modifications.

Legal Reference: - Neb. Rev. Stat. Sections 79-2,148

Date of Adoption: [Insert Date]

InstructionPlagiarism, Copyrights and PatentsPlagiarism

Plagiarism by staff or students is considered academic dishonesty, is prohibited, and may result in disciplinary action, including termination from employment or expulsion from school.

Plagiarism is the use or close imitation of the work, language or ideas of another and the representation of them as one's own original work. All staff shall be responsible for informing themselves and reviewing relevant information pertaining to plagiarism. Teachers will instruct students in appropriate research and citation practices.

Copyrights and Patents

It is the intent of the District to adhere to the provisions of the U.S. Copyright Law and the Patent Act. All individuals within the District, including administrators, teachers, other staff members, and students, are prohibited from using, copying or transmitting materials not specifically allowed by fair use, copyright or patent law, licenses or contractual agreements or permission. All staff shall be responsible for informing themselves and reviewing relevant information pertaining to copyright and patent rules, fair use, District licenses or contractual agreements and permissions. Individuals within the District who are uncertain as to whether a material is copyrighted must seek prior clarification from a supervisor or administrator before copying or transmitting such materials.

Anyone who disregards this copyright and patent policy is in violation of the law and this policy, assumes all responsibility for infringement, including possible civil liability and criminal prosecution and may be subject to disciplinary action including termination from employment. The District does not assume any legal responsibility for any infringement of copyrights, patents, or other proprietary rights.

All staff shall also respect the copyright, patent and proprietary rights of any materials accessed through the District's network system or technology resources. Staff may not use or duplicate copyrighted or patented materials, graphics, software (including District-owned or -licensed software) or other proprietary materials without permission from the copyright or patent holder, unless the use falls within fair use parameters, licenses or contractual agreements or permissions, whether for personal use or for the use of others.

Persons who secure permission, licenses or other contractual agreements shall maintain adequate records regarding the use of copyrighted or patented materials.

Legal Reference: 17 U.S.C. § 101

Date of Adoption: [Insert Date]

Instruction

The Program of Instruction

The minimum program of instruction in the schools shall be that prescribed by the statutes. The statutory curriculum may be augmented and extended to provide for the educational needs of individual pupils and differing areas in the School District.

The District shall educate staff and students about the harms of copyright piracy.

Legal Reference: Rule 10; ESSA

Date of Adoption: [Insert Date]

InstructionSchool Instructional Hours

Wauneta-Palisade Public Schools will have a school year consisting of at least (a) for kindergarten, the time equivalent to 400 hours; (b) for elementary grades one through grade eight, the time equivalent to 1,032 hours, and (c) for grades nine through twelve, the time equivalent to 1,080 hours.

An instructional hour shall mean a period of time at least sixty (60) minutes, which is actually used for the instruction of students.

Interruptions in the school year of the instructional hour minimums due to extracurricular activities (interscholastic sports, clubs, and contests) will be held to a minimum. All students participating in such events will be required to comply with the District's policies on student attendance for such absences to be excused, including the completion of assignments for missed classes.

The required 1,080, 1,032, and 400 instructional hour minimums shall not include the following:

1. When a school is dismissed for any reason such as tournaments or contests, parent/teacher conferences, funerals, parades, and school picnics;
2. Time scheduled for the school lunch period.

Legal Reference: Neb. Rev. Stat. Sec. 79-101; Neb. Rev. Stat. Sections 79-211 and 79-212;  
NDE Rule 10

Date of Adoption: [Insert Date]

InstructionFire Drills

Fire drills shall be conducted at such times and manner as is required by the State Fire Marshal.

The frequency of fire drills shall be as follows:

- at a sufficient frequency to familiarize occupants with the drill procedure as a matter of routine;
- every month in each school building in which the facility is in session;
- subject to the exception that a monthly drill may be deferred in months of severe weather, provided that the required number of annual drills is achieved and not less than four are conducted before the drills are deferred; and
- one additional drill shall be conducted within the first 30 days of a school year.

The manner of conducting fire drills shall be as follows:

- emphasis shall be on conducting an orderly evacuation, rather than speed;
- under varying conditions and at expected and unexpected times;
- participants shall relocate to a predetermined location and remain until recalled or dismissed; and
- all emergency and relocation drill alarms shall be sounded.

Crisis Plans

Crisis Plans for emergency responses and directions for tornado, evacuation, lockdown, lockout, shelter in place and fire drill activities have been developed. Two tornado drills are to be exercised and two lockdown drills practiced each school year.

Since many parents may not be at home, all children and faculty will be normally retained at the school building in case of extreme emergency. The school notification system will be activated to inform parents and guardians regarding where children may be picked up at school or at the evacuation site.

Legal Reference: Neb. Rev. Stat. Sec. 79-706

Date of Adoption: [Insert Date]

InstructionCeremonies, Observances, and the Pledge of Allegiance

Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the Superintendent on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session. In addition, appropriate exercises may be held for Flag Day and State Fire Day.

The flags of the United States of America and the State of Nebraska shall be prominently displayed on the school grounds on each day such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Each of the District's schools shall establish a period of time during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student participation in the recitation of the Pledge of Allegiance shall be voluntary. Students not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

Legal Reference: Neb. Rev. Stat. Sections 79-705; 79-707, 79-708, 79-724; and NDE Rule  
10  
70 Federal Register 55507 (Constitution Day)

Date of Adoption: [Insert Date]

Instruction

Curriculum Review Cycle

TEXTBOOK ADOPTION SCHEDULE

EVALUATION	IMPLEMENTATION	SUBJECT
2021-2022	2022-2023	Social Studies
2022-2023	2023-2024	Art, Music, Health 7-12, and Journalism
2023-2024	2024-2025	Industrial Technology, FCS
2024-2025	2025-2026	Spanish
2025-2026	2026-2027	Language Arts
2026-2027	2027-2028	Science
2027-2028	2028-2029	Math and Accounting
		Repeat the Cycle

- Computer tests will be purchased as needed due to the constant changing of technology.

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

- Language Arts standards that were adopted by the State Board in September, 2014;
- Mathematics standards that were approved by the State Board in September, 2015;
- Science standards that were adopted by the State Board in September, 2017; and
- Social Studies standards that were adopted by the State Board in November, 2019.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. Sections 79-760 to 79-760.05

Date of Adoption: [Insert Date]

Instruction

Curriculum Guides

Curriculum pacing guides and course guides shall be prepared in harmony with the legal requirements of the state and the purposes of the program of instruction adopted by the Board.

The Superintendent or his/her designee shall have general coordinating authority over the formation of all courses of study and curriculum pacing guides and course guides.

Date of Adoption: [Insert Date]

InstructionDedications and Commencement

Traditions are a cherished part of the community life and [Name] Public Schools expresses an interest in maintaining those traditions which have a significance to the community. The graduation ceremony is considered an extracurricular activity and participation in it is a privilege.

Date of Adoption: [Insert Date]

InstructionParent Requests for Exclusion

Parents may request that their child be excused from the study of a given book, instructional unit or particular literary work. The Superintendent or designee shall determine whether to grant such requests based on legal requirements relating to the request, the reason given for the request, the effect of the request on the student's educational development and the educational program, and the availability of alternative materials or instruction for the student. The Superintendent or designee's decision shall be final and not subject to appeal. The Superintendent or designee may develop and implement forms consistent with this policy.

Date of Adoption: [Insert Date]

InstructionControversial Issues in the Classroom

The following administrative and teaching regulations are to be observed:

For Principals:

1. Remind teachers that we do not teach controversial issues, but rather opportunities for their study.

For Teachers:

1. Deal with controversial topics as impartially and objectively as possible. Do not intrude your own biases.
2. Handle all such topics in a manner suited to the range of knowledge, maturity, and competence of your students.
3. Have teaching materials dealing with all possible aspects of the topics readily available.
4. Do not manufacture an issue. Take up only those that are current and real.
5. Do not expect or require that individual students or the class reach an agreement.
6. If you plan to address a controversial topic in your classroom, notify your Principal in advance. Similarly, if a controversial topic or discussion arises during instructional time, promptly notify your Principal. Students or parents who are upset about a controversial topic may contact the Principal, and the Principal needs to be prepared to have that conversation with parents.
7. Whenever you are in doubt about the advisability of taking up a given "hot" topic, consult with your Principal and or/Superintendent.
8. Remember that the policy of the board is designed to protect you as well as your students from unfair or inconsiderate criticism whenever your students are studying a controversial subject.

Date of Adoption: [Insert Date]

InstructionParental/Community Involvement in Schools

Chase County School District 15-0536, a/k/a Wauneta-Palisade Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.
2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.
5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Measure of Academic Progress (MAP) test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.

6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

Legal Reference: Neb. Rev. Stat. Sections 79-530 to 79-533  
Family Educational Rights and Privacy Act, 20 U.S.C. 1232g  
Protection of Pupil Rights Amendment, 20 U.S.C. 1232h

Date of Adoption: [Insert Date]

InstructionCombined District and School Title I Parent and Family Engagement Policy

Wauneta-Palisade Public Schools intends to follow the Title I Parent and Family Engagement Policy guidelines in accordance with federal law, *Section 1116(a-f) ESSA, (Every Student Succeeds Act) of 2015.*

**In General**

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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

Legal Authorities: 20 U.S.C. Sections 6318 and 7801(32)

Date of Adoption: [Insert Date]

InstructionFree and Reduced Price Meals

[Name] Public Schools has agreed to participate in the National School Lunch Program (NSLP) and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities, the school food authority:

- A) Agrees to serve meals free to children from families whose income is at or below that established by the NSLP for free meals.
- B) Agrees to serve meals at a reduced price to children from families whose income is at or below that established by the NSLP for reduced meals listed.
- C) Agrees to provide these benefits to any child whose family income falls within the criteria established by the NSLP for free or reduced meals after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household:
  - 1. Unusually high medical expenses
  - 2. Shelter costs in excess of 30 percent of reported income
  - 3. Special education expenses due to the mental or physical condition of a child
  - 4. Disaster or casualty losses

In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria established by the NSLP for free or reduced meals.

- D) Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:
  - 1. Work for their meals
  - 2. Use a separate lunch room
  - 3. Go through a separate serving line
  - 4. Enter the lunchroom through a separate entrance
  - 5. Eat meals at a different time
  - 6. Eat a meal different from the one sold to children paying the full price
- E) Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
- F) Agrees to establish and use a fair hearing procedure for parental appeals of the school's decisions on applications and for school officials' challenges to the correctness of

information contained in an application or continued eligibility of any child for free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:

1. A publicly-announced, simple method for making an oral or written request for a hearing
  2. An opportunity to be assisted or represented by an attorney or other person
  3. An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal
  4. Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing
  5. An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference
  6. An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses
  7. The hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference
  8. The parties concerned and any designated representative thereof be notified in writing of the decision of the hearing official
- G) Agrees to designate the Superintendent or designee to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals.
- H) Agrees to develop and send to each child's parent or guardian a letter as outlined by State Department of Education including an application form for free or reduced price meals at the beginning of each school year. Applications may be filed at any time during the year. All children from a family will receive the same benefits.
- I) The following information will be available in the office of the Superintendent.
1. Eligibility criteria for free and reduced meals
  2. Parent letter and application
  3. Public release
  4. Collection procedure

Legal Reference: National School Lunch Act, 42 U.S.C. Sec. 1751 et. seq.  
Child Nutrition Act, 42 U.S.C. Sec. 1771 et. seq.

Date of Adoption: [Insert Date]

InstructionSpecial Education

Wauneta-Palisade Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

**2. Full Educational Opportunity Goal**

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

#### **4. Pre-Referral Interventions**

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

#### **5. Disability Verification and Eligibility**

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

#### **6. Individualized Education Program (IEP)**

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

#### **7. Least Restrictive Environment**

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. 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 of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

#### **8. Procedural Safeguards**

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

#### **9. Disciplinary Removal of Children with Disabilities**

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

#### **10. Evaluation, Identification, and Reevaluation Procedures**

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

#### **11. Confidentiality of Personally Identifiable Information**

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

#### **12. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

#### **13. Children in Nonpublic Schools**

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

#### **14. Personnel Standards and Personnel Development**

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

#### **15. Participation in and Reporting of State and District Wide Assessments**

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with

appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

#### **16. Suspension and Expulsion Rates**

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

#### **17. Access to Instructional Materials**

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

#### **18. Over-Identification and Disproportionality**

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

#### **19. Prohibition on Mandatory Medication**

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

#### **20. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is

transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

**21. Surrogates**

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

**22. Early Intervention Services – Consent**

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304  
Neb. Rev. Stat. Sec. 79-1110 to 79-1167  
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

InstructionComputerInternet Safety and Acceptable Use PolicyA. Internet Safety Policy

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

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

access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.

5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Parental Consent. The District shall obtain verifiable parental consent prior to students providing or otherwise disclosing personal information online.
7. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.
8. The District shall comply with the Nebraska Student Online Personal Protection Act and will endeavor to take all reasonable and necessary steps to protect the online privacy of all students.

B. Computer Acceptable Use Policy

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

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

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

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

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general,

for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

- a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters unless the User has entered into a lease agreement or other similar agreement with the School District that makes such use permissible under law.

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

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

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

- c. **Campaigning:** Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. **Technology-Related Limitations:** Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation:
  1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.

3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  7. Users shall not engage in any form of vandalism of the technology resources.
  8. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
  2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. to engage in or promote violations of student conduct rules.
  5. to engage in illegal activity, such as gambling.
  6. in a manner contrary to copyright laws.
  7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

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

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

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

Legal Reference: Children's Internet Protection Act, 47 USC Sec. 254  
Children's Online Privacy Protection Act, 15 U.S.C. Sec. 6501  
FCC Order adopted August 10, 2011  
47 USC Sec. 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. Sec. 49-14,101.01 (Political Accountability and Disclosure Act)  
LB 512 (2017).

Date of Adoption: [Insert Date]

Wauneta-Palisade Public Schools  
Addition to Employee Code of Conduct  
*Appendix "1"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the [Name] Public School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

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

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

Employee's Name \_\_\_\_\_

Employee's Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

Wauneta-Palisade Public Schools  
Addition to Student Code of Conduct  
*Appendix "2"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

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

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

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

Student's Name \_\_\_\_\_

Student's Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

Wauneta-Palisade Public Schools  
Addition to Student Code of Conduct  
*Appendix "3"*

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

PARENT'S AGREEMENT

In order to make sure that all members of [Name] Public Schools community understand and agree to these rules of conduct, we ask that you as a parent/guardian sign the following statement:

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

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

Student's Name \_\_\_\_\_

Parent's Signature \_\_\_\_\_ Date: \_\_\_\_\_

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

Plan For \_\_\_\_\_ (Student) Dated: \_\_\_\_\_

**ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

Student's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Month) (Day) (Year)

Health Condition:  Asthma  Anaphylaxis (For this Plan "Health Condition" means the condition(s) checked)

Mother/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Father/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Student's Doctor/Health Care Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Other Emergency Contacts: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**II. PARENT OR GUARDIAN  
AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

The parents or guardians (hereinafter "Parent") request that [Name] Public Schools allow the Student to self-manage the health condition and accept and agree to this Medical Management Plan. The Guidelines for Asthma or Anaphylaxis Medical Management Plan are incorporated into and are a part of this Plan.

Parents understand and agree that if the Student injures school personnel or another student as the result of the misuse of necessary asthma or anaphylaxis medical supplies, Parents shall be responsible for any and all costs associated with such injury. Parents acknowledge that (a) the school and its employees and agents are not liable for any injury or death arising from the Student's self-management of the Student's Health Condition and Parents release same from any such claims and (b) Parents shall and do hereby agree to indemnify and hold harmless the school and its employees and agents against any claim arising from the Student's self-management of Student's Health Condition. This release, indemnification and hold harmless agreement shall take effect immediately and shall stay in effect for as long as the Student is provided permission to self-administer medication.

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. STUDENT AGREEMENT**

I will use the prescription asthma or anaphylaxis medication only as prescribed and as permitted by the Plan. I will not share the medication with others and I will not create an unnecessary distraction to others. I have been instructed how to self-administer this medication and understand the side effects of improper use and will promptly report self-administration and follow the Guidelines. I understand that if I do not abide by these terms, I may be disciplined and that this Plan will be re-evaluated. I release the school and its employees of any liability in any way related to this Plan or my use of the medication.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. MEDICAL MANAGEMENT PLAN**

**A. Health care services the Student may receive at school relating to Student's Health Condition:** See Guidelines (Part V).

**B. Evaluation of Student's understanding of and ability to self-manage Student's Health Condition.**

The parents/guardians and the Physician certify that the Student has a sufficient level of understanding and ability to self-manage the Student's Health Condition as follows:

1. Access to Prescription Asthma/Anaphylaxis Medication
  - May have medication in Student's possession at any time.
  - May have medication in Student's possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
  - May not have medication in Student's possession except for emergency use.
2. Self-Administration of Prescription Asthma/Anaphylaxis Medication
  - May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
  - May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
  - May not self-administer except for emergency use.

**C. It is agreed that this Plan permits regular monitoring of Student's self-management of Student's Health Condition by an appropriately credentialed health care professional.**

**D. Name, purpose and dosage of prescription asthma or anaphylaxis medication prescribed for Student:** See Student Asthma/Anaphylaxis Action Plan (Part IV(F)).

**E. Procedures for storage and access to backup supplies of such prescription medication for Student's Health Condition:**

1. The Student, when permitted to be in possession of medication, will have only the prescription medication that might be needed for the Student's own use. For example, the Student may have one inhaler, but not two, unless the first is nearly empty
2. The school will store any backup supply needed in accordance with its medication storage procedures.
3. The student may have access to the backup supply when necessary by requesting such from the health office.

Dated: \_\_\_\_\_

**F: Student Asthma/Anaphylaxis Action Plan**

Student Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 (Month) (Day) (Year)

**EXERCISE PRECAUTION** - Administer inhaler 15-30 minutes before exercise (eg, gym class, recess)

Albuterol inhaler (Proventil, Ventolin) 2 inhalations

**ASTHMA TREATMENT**

Give or self-administer *quick relief medication* when Student experiences asthma symptoms such as, coughing, wheezing, or tight chest.

**Quick relief medication:**

- Albuterol inhaler (Proventil, Ventolin) 2 inhalations
- Pirbuterol inhaler (Maxair) 2 inhalations
- Albuterol inhaled *by nebulizer* (Proventil, Ventolin)
  - 0.63 mg/3 mL
  - 1.25 mg/3 mL
- Levalbuterol inhaled *by nebulizer* (Xopenex)
  - 0.31 mg/3 mL
  - 0.63 mg/3 mL
  - 1.25 mg/3 mL
- May carry and self-administer metered-dose inhaler per Part IV(B) of Medical Management Plan.

**IF SCHOOL STAFF INVOLVED-- CLOSELY OBSERVE STUDENT AFTER QUICK RELIEF ASTHMA MEDICATION IS ADMINISTERED**

**If after 10 minutes:**

- Symptoms are improved, student may return to classroom after notifying parent/guardian.
- If no improvement in symptoms, repeat the above medication and notify parent/guardian immediately and determine student's ability to remain in school for the day.
- ***If student continues to worsen CALL 911 and INITIATE Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Asthma).***

**ANAPHYLAXIS TREATMENT**

Give or self-administer *epinephrine* when Student experiences allergy symptoms, such as hives, difficulty breathing (chest or neck "sucking in"), lips or fingernails turning blue, or trouble talking (shortness of breath).

The Student has severe allergies to the following:

\_\_\_\_\_

- Epinephrine injection (please specify):
  - EpiPen 0.3 mg       Twinject 0.3 mg
  - EpiPen Jr. 0.15 mg       Twinject 0.15 mg
- May carry and self-administer epinephrine injection per Part IV(B) Medical Management Plan.

**IF SCHOOL STAFF INVOLVED--CLOSELY OBSERVE STUDENT AFTER EPINEPHRINE IS ADMINISTERED**

- ***CALL 911 and closely observe the student.***
- Notify parent/guardian immediately.
- Even if student improves, the student should be observed for recurrent symptoms of anaphylaxis in an emergency medical facility.
- ***If student does not improve or continues to worsen, INITIATE Nebraska's schools Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions Protocol (Anaphylaxis).***

Possible adverse reactions to be reported to physician \_\_\_\_\_

**Special instructions** \_\_\_\_\_

I am the Student's Physician or other health care professional who prescribed the medication for treatment of the student's condition. Student has  Asthma  Anaphylaxis and has been prescribed the medication referenced above. Student has the ability to safely and responsibly self-manage Student's Health Condition in accordance with this Asthma or Anaphylaxis Medical Management Plan. I approve the Medical Management Plan and the Student Asthma/Anaphylaxis Action Plan and authorize Student to self-manage Student's Health Condition at school in accordance with the Plan.

Physician signature: \_\_\_\_\_

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

**V. GUIDELINES FOR  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

**Term of Plan:** The plan is effective for the current school year. A new plan must be established each school year or more often if changes occur to the student's health or prescribed treatment or student's ability to self-manage.

**Medications:** The parents or guardians are responsible for supplying any and all prescription asthma/anaphylaxis medications required under the Plan; the school is not responsible for providing the medications. Prescribed asthma/anaphylaxis medications to be used by the Student under this Plan must be furnished in a current original container from the pharmacy with the student's name and the name of the medication, and where applicable, the strength and the dosage to be given. Inhalers must have a label attached to the inhaler itself, not on the packaging. If the prescribed medication, dosage or time of medication changes, the parents or guardians must promptly submit to the school nurse or designee the new prescription and as necessary a new asthma/anaphylaxis action plan. Any non-prescription medication must be furnished in the original container from the manufacturer. The school will store any backup supply needed in accordance with its medication storage procedures. The student may have access to the backup supply when necessary by requesting such from the health office.

**Health care services the Student may receive at school relating to Student's Health Condition.**

1. Standard health services available to all students.
2. Storage of backup asthma or anaphylaxis medication supplies.
3. Recording of student self-administration reports.

**Consultations:** The school may consult with a registered nurse or other health care professional employed by such school during development of the plan.

**Permitted Self-Management:** Pursuant to the Asthma or Anaphylaxis Medical Management Plan the Student shall be permitted to self-manage the Student's asthma or anaphylaxis condition in the classroom or any part of the school or on school grounds, during any school-related activity, or in any private location specified in the plan.

**Student Reports of Self-Administration:** The Student shall promptly notify the school nurse, the school nurse's designee, or another designated adult at the school when the Student has self-administered prescription asthma or anaphylaxis medication pursuant to the Plan.

**Responses to Student Misuse:** The possession of medications by Students is a violation of the school's drug and student conduct policies and may result in an expulsion from school. To the extent this Asthma or Anaphylaxis Medical Management Plan permits the Student to be in possession of prescribed asthma/anaphylaxis medications, the Plan allows the Student an exception to the school drug and student conduct policies. However, this exception only extends to the extent provided in the Plan. In the event the Student uses his or her prescription asthma or anaphylaxis medication other than as prescribed, or possesses medication other than as permitted by the Plan, the Student is subject to disciplinary action by the school, up to and including an expulsion. The school will promptly notify the parent or guardian of any disciplinary action imposed. The disciplinary action will not include a limitation or restriction on the student's access to such medication; however, it is agreed that in the event of any such misuse, a re-evaluation of the Student's understanding of and ability to self-manage Student's Health Condition will occur and the re-evaluation may result in a modification or termination of this Plan.

**Sharing Plan:** It is agreed that this Asthma or Anaphylaxis Medical Management Plan may be shared with school officials and agents who have a need to be aware of it; that those who have the need to be aware of it include student health staff and also include staff responsible for student discipline (e.g. staff need to know that the Student is authorized to have the medication on the

Student's person so the Student is not reported for a violation of the school's drug policies). The school officials who may be informed of the Plan thus include: administration, school nurse, school office staff, teachers and any paraeducators or specialists who provide services to the Student, and the coaches and sponsors of extracurricular activities in which the Student participates.

**Filing of Plan:** This Asthma or Anaphylaxis Medical Management Plan is to be kept on file at the school where the Student is enrolled.

**VI. SCHOOL NURSE ACKNOWLEDGEMENT OF  
ASTHMA OR ANAPHYLAXIS MEDICAL MANAGEMENT PLAN**

- Parent Request and Liability Waiver signed  Student Agreement signed.
- Management Plan (including Action Plan) signed by Physician.
- Guidelines reviewed with the Student and Parent/Guardian.
- Copy of Guidelines and Student Agreement received by Parent/Guardian for reference.

School Nurse or designee signature: \_\_\_\_\_

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

**Asthma/Allergy Self-Management Log**

Student Name \_\_\_\_\_

Student Date of Birth \_\_\_\_\_

Date Started	Medication	Dosage	Time	Frequency	Physician	Phone #

Date/time of report	Date/time administration	Observation/Complications	Employee Recording Student Report	Parent Notification
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
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				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form

Parents/Guardian \_\_\_\_\_ Phone \_\_\_\_\_  
Teacher \_\_\_\_\_ Grade \_\_\_\_\_

Plan For \_\_\_\_\_ (Student) Dated: \_\_\_\_\_

**DIABETES MEDICAL MANAGEMENT PLAN**

**I. CONTACT AND PLAN INFORMATION**

Student's Name: \_\_\_\_\_ Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month) (Day) (Year)

Health Condition:  Diabetes type 1  Diabetes type 2 (For this Plan "Health Condition" means diabetes)

Mother/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Father/Guardian: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

Student's Doctor/Health Care Provider: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Emergency Number: \_\_\_\_\_

Other Emergency Contacts: \_\_\_\_\_

Relationship: \_\_\_\_\_

Telephone: Home \_\_\_\_\_ Work \_\_\_\_\_ Cell \_\_\_\_\_

**II. PARENT OR GUARDIAN  
AUTHORIZATION, APPROVAL AND LIABILITY WAIVER**

The parents or guardians (hereinafter "Parent") request that [Name] Public Schools allow the Student to self-manage the health condition and accept and agree to this Medical Management Plan. The Guidelines for Diabetes Medical Management Plan are incorporated into and are a part of this Plan.

Parents understand and agree that if the Student injures school personnel or another student as the result of the misuse of necessary diabetes medical supplies, Parents shall be responsible for any and all costs associated with such injury. Parents acknowledge that (a) the school and its employees and agents are not liable for any injury or death arising from the Student's self-management of the Student's Health Condition and Parents release same from any such claims and (b) Parents shall and do hereby agree to indemnify and hold harmless the school and its employees and agents against any claim arising from the Student's self-management of Student's Health Condition. This release, indemnification and hold harmless agreement shall take effect immediately and shall stay in effect for as long as the Student is provided permission to self-administer medication.

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. STUDENT AGREEMENT**

I will use the prescription diabetes medication only as prescribed and as permitted by the Plan. I will not share the medication with others and I will not create an unnecessary distraction to others. I have been instructed how to self-administer this medication and understand the side effects of improper use and will follow the Guidelines. I understand that if I do not abide by these terms, I may be disciplined and that this Plan will be re-evaluated. I release the school and its employees of any liability in any way related to this Plan or my use of the medication.

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

**IV. MEDICAL MANAGEMENT PLAN**

**A. Health care services the Student may receive at school relating to Student's Health Condition:** See Guidelines (Part V).

**B. Evaluation of Student's understanding of and ability to self-manage Student's Health Condition.**

The parents/guardians and the Physician certify that the Student has a sufficient level of understanding and ability to self-manage the Student's Health Condition as follows:

1. Access to Prescription Diabetes Medication

- May have medication in Student's possession at any time.
- May have medication in Student's possession when the health office is not accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities) but should otherwise be maintained in the health office.
- May not have medication in Student's possession except for emergency use.

2. Self-Administration of Prescription Diabetes Medication

- May self-administer independently and without supervision. The Student has had training and is proficient in self-administering medication.
- May self-administer when the health office or school staff authorized to administer medication are not readily accessible (for example, when the Student is out of the school on field trips or participating in extracurricular activities); but should otherwise have medication administered by the health office or authorized school staff.
- May not self-administer except for emergency use.

**C. It is agreed that this Plan permits regular monitoring of Student's self-management of Student's Health Condition by an appropriately credentialed health care professional.**

**D. Name, purpose and dosage of prescription diabetes medication prescribed for Student:** See Student Diabetes Action Plan (Part IV(F)).

**E. Procedures for storage and access to backup supplies of such prescription medication for Student's Health Condition:**

1. The Student, when permitted to be in possession of medication, will only have the prescription medication that might be needed for the Student's own use.
2. The school will store any backup supply needed in accordance with its medication storage procedures.
3. The student may have access to the backup supply when necessary by requesting such from the health office.

**F. Student Diabetes Action Plan**

**Student Name:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(Month) (Day) (Year)

**EXERCISE PRECAUTION** - Should not exercise (eg, gym class, recess) if blood glucose level is below \_\_\_\_\_ mg/dl or if moderate to large urine ketones are present

**SUPPLIES TO BE CARRIED BY THE STUDENT**

**“USE” DESCRIBES PURPOSE, WHEN TO USE & AS RELEVANT,**

**DOSAGE**

Use: \_\_\_\_\_

Blood glucose meter, blood glucose test strips, batteries for meter

Use: \_\_\_\_\_

Lancet device, lancets, gloves, etc.

Use: \_\_\_\_\_

Urine ketone strips

Use: \_\_\_\_\_

Insulin pump and supplies

Use: \_\_\_\_\_

Insulin pen, pen needles, insulin cartridges

Use: \_\_\_\_\_

Fast-acting source of glucose

Use: \_\_\_\_\_

Carbohydrate containing snack

Use: \_\_\_\_\_

Continuous Glucose Monitor

Use: \_\_\_\_\_

May carry and self-administer above medications and supplies per Part IV(B) of Medical Management Plan.

Possible adverse reactions to be reported to physician \_\_\_\_\_

Special instructions \_\_\_\_\_

I am the Student’s Physician. Student has diabetes and has been prescribed the medication referenced above. Student has the ability to safely and responsibly self-manage Student’s Health Condition in accordance with this Diabetes Medical Management Plan. I approve the Medical Management Plan and the Student Diabetes Action Plan and authorize Student to self-manage Student’s Health Condition at school in accordance with the Plan.

Physician signature: \_\_\_\_\_ Date: \_\_\_\_\_

**V. GUIDELINES FOR  
DIABETES MEDICAL MANAGEMENT PLAN**

**Term of Plan:** The plan is effective for the current school year. A new plan must be established each school year or more often if changes occur to the student's health or prescribed treatment or student's ability to self-manage.

**Medications:** The parents or guardians are responsible for supplying any and all prescription diabetes medications required under the Plan; the school is not responsible for providing the medications. Prescribed diabetes medications to be used by the Student under this Plan must be furnished in a current original container from the pharmacy with the student's name and the name of the medication, and where applicable, the strength and the dosage to be given. If the prescribed medication, dosage or time of medication changes, the parents or guardians must promptly submit to the school nurse or designee the new prescription and as necessary a new diabetes action plan. Any non-prescription medication must be furnished in the original container from the manufacturer. The school will store any backup supply needed in accordance with its medication storage procedures. The student may have access to the backup supply when necessary by requesting such from the health office.

**Disposal of Medical Supplies:** The student shall be responsible for proper disposal of used syringes and other medical supplies. Used syringes and blood borne pathogen materials shall be immediately placed in a safe receptacle and properly disposed of in accordance with directions of the school health office and school administration.

**Health care services the Student may receive at school relating to Student's Health Condition.**

1. Standard health services available to all students.
2. Storage of backup diabetes medication supplies.
3. Individual Health Plan (IHP) for diabetes management may be developed on request.

**Consultations:** The school may consult with a registered nurse or other health care professional employed by such school during development of the plan.

**Permitted Self-Management:** Pursuant to the Diabetes Medical Management Plan the Student shall be permitted to self-manage the Student's diabetes condition in the classroom or any part of the school or on school grounds, during any school-related activity, or in any private location specified in the plan.

**Student Reports of Self-Administration:** The Student is not required to report self-administration when the Student has self-administered prescription diabetes medication pursuant to the Plan. The school health office will maintain a log of self-administration reports upon request of the parent or guardian.

**Responses to Student Misuse:** The possession of medications by Students is a violation of the school's drug and student conduct policies and may result in an expulsion from school. To the extent this Diabetes Medical Management Plan permits the Student to be in possession of prescribed diabetes medications, the Plan allows the Student an exception to the school drug and student conduct policies. However, this exception only extends to the extent provided in the Plan. In the event the Student uses his or her prescription diabetes medication other than as prescribed, or possesses medication other than as permitted by the Plan, the Student is subject to disciplinary action by the school, up to and including an expulsion. The school will promptly notify the parent or guardian of any disciplinary action imposed. The disciplinary action will not include a limitation or restriction on the student's access to such medication unless the school determines that the Student has endangered himself, herself, or others through the misuse or threatened misuse of such medical supplies. It is agreed that in the event of any such misuse a re-evaluation of the Student's understanding of and ability to self-manage Student's Health Condition will occur and the re-evaluation may result in a modification or termination of this Plan.

**Sharing Plan:** It is agreed that this Diabetes Medical Management Plan may be shared with school officials and agents who have a need to be aware of it; that those who have the need to be aware of it include student health staff and also include staff responsible for student discipline (e.g. staff need to know that the Student is authorized to have the medication on the Student's person so the Student is not reported for a violation of the school's drug policies). The school officials who may be informed of the Plan thus include: administration, school nurse, school office staff, teachers and any paraeducators or specialists who provide services to the Student, and the coaches and sponsors of extracurricular activities in which the Student participates.

**Filing of Plan:** This Diabetes Medical Management Plan is to be kept on file at the school where the Student is enrolled.

**VI. SCHOOL NURSE ACKNOWLEDGEMENT OF  
DIABETES MEDICAL MANAGEMENT PLAN**

- Parent Request and Liability Waiver signed  Student Agreement signed.
- Management Plan (including Action Plan) signed by Physician.
- Guidelines reviewed with the Student and Parent/Guardian.
- Copy of Guidelines and Student Agreement received by Parent/Guardian for reference.

School Nurse or designee signature: \_\_\_\_\_

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

**Diabetes Self-Management Log (Optional)**

Student Name \_\_\_\_\_

Student Date of Birth \_\_\_\_\_

Date Started	Medication	Dosage	Time	Frequency	Physician	Phone #

Date/time of report	Date/time administration	Observation/Complications	Employee Recording Student Report	Parent Notification
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
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				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form
				Date: _____ <input type="checkbox"/> Phone <input type="checkbox"/> Form

Parents/Guardian \_\_\_\_\_ Phone \_\_\_\_\_  
 Teacher \_\_\_\_\_ Grade \_\_\_\_\_