

Board of Education Regular Meeting  
Monday, July 12, 2021 7:00 PM  
HS CONFERENCE ROOM  
705 N 9th Street  
Arlington, NE 68002

1. OPENING PROCEDURES
  - 1.1. Call Meeting to Order
  - 1.2. Roll Call
  - 1.3. Pledge of Allegiance
  - 1.4. Approval of Regular Meeting Agenda
2. WELCOME TO GUESTS AND PUBLIC FORUM
3. CONSENT AGENDA
  - 3.1. Minutes of the Previous Board Meeting(s)
  - 3.2. Monthly Financial Reports
4. CURRICULUM/INSTRUCTION REPORTS
5. SUPERINTENDENT'S REPORT
  - 5.1. NRCSA Report
  - 5.2. NASB Report
  - 5.3. Renovation and Construction Project Update
  - 5.4. Projected Enrollment for 2021-2022
  - 5.5. Set Meeting of Finance Committee to Review Preliminary Budget
  - 5.6. Update of ARP (ESSER III) Application Requirements
  - 5.7. Review of Rule 10 Safety Report
  - 5.8. Discussion of Fuel Tank at Bus Barn
6. COMMITTEE AND REPRESENTATIVE REPORTS
  - 6.1. Ad Hoc Grade Scale Committee
7. UNFINISHED BUSINESS
  - 7.1. Discuss and Compare NASB Superintendent Evaluation Tool with Current Tool
8. NEW BUSINESS
  - 8.1. Discuss, Consider, and Take Necessary Action to Enter Interlocal Agreement with Blair Community Schools for Occupational Therapist for 2021-2022 as discussed
  - 8.2. Policy Updates From Legislation--Second Reading
  - 8.3. Discuss, Consider and Adopt of First Reading policy 6028-The Extracurricular Activities Program on First Reading
  - 8.4. Discuss, review and approve Handbooks for 2021-2022 year
    - High school
    - Staff
    - Elementary
    - Para
    - Coaches
  - 8.5. Discuss and Consider Return to Learn in Person Plan 2021-2022
  - 8.6. Discuss, Consider, and Take Action to Revise Policy 5204--Grading System

8.7. Discuss, Consider, and Take Necessary Action to approve proposal for cameras in new addition as discussed

9. EXECUTIVE SESSION

9.1. Coaching Staff member wishing to address concerns with the board

10. ACTION ON EXECUTIVE SESSION ITEMS

11. ADJOURNMENT

# Board of Education Regular Meeting

Monday, June 14, 2021 7:00 PM Central

HS CONFERENCE ROOM  
705 N 9th St  
Arlington, Nebraska 68002

## 1. OPENING PROCEDURES

### 1.1. Call Meeting to Order

Shanon Willmott called the meeting to order at 6:59

### 1.2. Roll Call

Motion to excuse Matt O'Daniel Passed with a motion by Janet Warner and a second by Shanon Willmott.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 1.3. Pledge of Allegiance

### 1.4. Approval of Regular Meeting Agenda

Motion to approve the regular meeting agenda as presented Passed with a motion by Janet Warner and a second by Bruce Scheer.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

## 2. WELCOME TO GUESTS AND PUBLIC FORUM

No guests present.

## 3. CONSENT AGENDA

Motion to approve the consent agenda as presented Passed with a motion by Shanon Willmott and a second by Bruce Scheer.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 3.1. Minutes of the Previous Board Meeting(s)

### 3.2. Monthly Financial Reports

## 4. REVIEW OF ANNUAL DISTRICT PLAN

## 5. PRINCIPALS REPORTS

### 5.1. Mr. Shada's Activity Report for 2020-2021 School Year

### 5.2. Mr. Pfingsten's Report

### 5.3. Mrs. Morgan's Elementary Report

## 6. SUPERINTENDENTS REPORT

### 6.1. Final Enrollment totals for 2020-2021 school year.

### 6.2. Review of Building/Renovation Project progress

Update from Mark and Andy from Boyd Jones regarding construction progress and asbestos abatement

### 6.3. NASB Monthly Update

### 6.4. Review Leave Log

### 6.5. NRCSA Report

### 6.6. Final Legislative Report

### 6.7. ESSER III (ARP) Information

## 7. COMMITTEE AND REPRESENTATIVE REPORTS

### 7.1. Finance Committee

The committee met last week. Will be reviewing budget items later.

### 7.2. Grade Scale Ad Hoc Committee

Meeting will be set after this meeting.

## 8. UNFINISHED BUSINESS

## 9. NEW BUSINESS

### 9.1. Policy Updates From Legislation--First Reading

Will be read again in July.

### 9.2. Discuss, Consider, and Take Necessary Action to Establish Substitute Teacher Rate for 2021-2022

Motion to increase substitute teacher daily rate to \$150 per day, increasing to \$165 on day 10 in the same classroom (long term subs) Passed with a motion by Shanon Willmott and a second by Chase Kratochvil.

Janet Warner: Abstain (With Conflict), Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Shanon Willmott: Yea

### 9.3. Discuss, Consider, and Take Necessary Action to Establish Activity Worker Pay Rate as Discussed

Motion to set rate for non-certificated staff to take tickets at games to \$10 per hour Passed with a motion by Janet Warner and a second by Chase Kratochvil.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 9.4. Discuss, Consider, and Take Necessary Action to Approve Purchase of 30 Computers Using ARP (ESSERS III Federal Grant) funds

Motion to approve purchase of 30 computers as presented Passed with a motion by Jason Arp and a second by Chase Kratochvil.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 9.5. Discuss, Consider, and Reaffirm Policy 5415 Anti-Bullying

No changes.

### 9.6. Discuss, Consider, and Reaffirm Policy 6400 Parental Involvement

### 9.7. Discuss, Consider and Reaffirm Policy 5416 Students Fees and Student Fees Appendix

### 9.8. Discuss, Consider, and Approve Cabinets in Library

APS cabinets, Library north wall \$6,860.00. Classroom 109 \$8,140.00. Library computer area \$4360.00. Library computer area northwest wall upper only \$1,860.00

Motion to approve library case work estimate for area(s) as discussed Passed with a motion by Janet Warner and a second by Bruce Scheer.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

### 9.9. Discuss, Consider and Approve 2021-22 Purchase of 120 Hurdles as Discussed

Motion to purchase 120 hurdles out of 2021-22 budget as discussed Passed with a motion by Janet Warner and a second by Chase Kratochvil.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.10. Discuss, Consider and Approve 2021-22 Purchase of Wrestling Mat as Discussed  
AYS Wrestling club will contribute \$7000 toward this purchase  
Motion to purchase wrestling mat in 2021-22 budget as discussed Passed with a motion by Bruce Scheer and a second by Jason Arp.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.11. Discuss, Consider, and Approve Athletic Trainer Contract for 2021-22  
Motion to Approve Athletic Trainer Contract for 2021-22 Passed with a motion by Shanon Willmott and a second by Bruce Scheer.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

9.12. Discuss, Consider, and Take Necessary Action to Enter into Interlocal Agreement for Occupational Therapist with Blair Community Schools  
Tabled until July - we don't have the necessary information.

9.13. Resolution to adopt the Papio-Missouri River NRD Hazard Mitigation Plan 2021  
Motion to Approve Resolution to Adopt Papio-Missouri NRD Hazard Mitigation Plan 2021  
Passed with a motion by Jason Arp and a second by Chase Kratochvil.

Jason Arp: Yea, Chase Kratochvil: Yea, Bruce Scheer: Yea, Janet Warner: Yea, Shanon Willmott: Yea

## 10. EXECUTIVE SESSION

## 11. ACTION ON EXECUTIVE SESSION ITEMS

## 12. ADJOURNMENT

Shanon Willmott adjourned at 8:46pm.

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Matt O' Daniel, Board President

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Date

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Dawn Lewis, Board Secretary

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Date

**Arlington Public Schools  
June 30, 2021**

Fund Name	Starting Balance	Receipts	Disbursements	Interfund Transfers	Ending Balance
<b>2 Rivers Bank</b>					
General Fund - 864	\$ 203,105.85	\$ 481,925.68	\$ 626,238.41	\$ 239,202.38	\$ 297,995.50
Activities - 109	\$ 94,151.28	\$ 26,563.06	\$ 18,205.21	\$ -	\$ 102,509.13
Activities Saving - 713	\$ 220.00	\$ 0.03	\$ -	\$ -	\$ 220.03
Activities CD - 5826	\$ 106,405.95	\$ -	\$ -	\$ -	\$ 106,405.95
		1/30/19-7/30/21		Total Activities:	\$ 209,135.11
Sweep - 956	\$ 3,347,381.26	\$ 441.60		\$ (220,586.80)	\$ 3,127,236.06
Hot Lunch - 487	\$ 205,888.92	\$ 27,910.56	\$ -	\$ (18,615.58)	\$ 215,183.90
Employee Benefit Fund	\$ 841.95	\$ -	\$ -	\$ -	\$ 841.95
Depreciation Fund	\$ 1,567,559.98	\$ 237.36	\$ 1,414.36	\$ -	\$ 1,566,382.98
Depreciation CD - 5826	\$ 253,807.05	\$ -	\$ -	\$ -	\$ 253,807.05
		1/15/21-4/15/22		Total Depreciation:	\$ 1,820,190.03
2017 Bond Refunding	\$ 720,741.82	\$ 19,169.68	\$ 78,321.25	\$ -	\$ 661,590.25
QCPUF	\$ 354,110.95	\$ 17,859.49	\$ -		\$ 371,970.44
Spec Bldg Fund	\$ 3,945,020.07	\$ 48,064.34	\$ -	\$ -	\$ 3,993,084.42
Sp Building CD - 5826	\$ -	\$ -	\$ -	\$ -	\$ -
				Total Spec Bldg:	\$ 3,993,084.42
Total Special Funds	\$ 6,842,081.82	\$ 85,330.87	\$ 79,735.61	\$ -	\$ 6,847,677.08

**ARLINGTON PUBLIC SCHOOLS  
GENERAL FUND  
June 30, 2021**

<b>Beginning Fund Balance</b>	6/30/2021	\$ 3,550,487.11
Receipts		\$ 482,367.28
Disbursements		\$ (170,624.51)
Payroll Taxes and Electronic Submissions		\$ (125,336.07)
Net Payroll		\$ (330,277.83)
Outstanding Liabilities		
Adjustments **		\$ 18,615.58
 <b>Ending Fund Balance</b>	5/31/2021	 \$ 3,425,231.56
 <b>FUND BALANCE ASSETS</b>	5/31/2021	
Two Rivers Bank		
General Fund Checking		\$ 297,995.50
General Fund Sweep Account		\$ 3,127,236.06
 <b>TOTAL GENERAL FUND ASSETS</b>		 \$ 3,425,231.56

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HL transfer

**ARLINGTON PUBLIC SCHOOLS  
SPECIAL FUND  
June 30, 2021**

<b>Beginning Fund Balance</b>	5/31/2021	\$ 6,842,081.82
Receipts		\$ 85,330.87
Disbursements		\$ (79,735.61)
Adjustments **		
<b>Ending Fund Balance</b>	6/30/2021	\$ 6,847,677.08
 <b>FUND BALANCE ASSETS</b>	 6/30/2021	
Two Rivers Bank Balance	Special Funds	\$ 6,593,870.03
	CD - Spec Bldg	\$ -
	CD - Depreciation	\$ 253,807.05
		\$ 6,847,677.08

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**CHECK REGISTER FOR JULY 2021 BOARD MEETING**

(Includes special fund checks)

<b>PAYEE NAME</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Ace Hardware	Mower service	\$ 512.11
Ace Hardware	Battery for Gator	\$ 64.99
American Broadband	Telephone service	\$ 497.63
Airgas inc	Plasma cutter for shop repair	\$ 235.55
Brainpop LLC	Licence renewal	\$ 3,250.00
Border States Industries	Ballfield updates	\$ 282.66
Bomgaars Supply	Maintenance supplies	\$ 24.99
Border States Industries	Ballfield updates	\$ 1,161.09
Capitla One (Walmart)	supplies	\$ 72.34
Campus Agenda	2021-2022 student agendas	\$ 509.95
Culligan	Softner Salt	\$ 339.00
Dennis supply	AC filters	\$ 944.06
Cashwa Distributing	Food Order	
ESU #3	Student record systems 2020-2021	\$ 2,705.00
Enterprise Publishing	Meeting for 6/14/21	\$ 10.35
EAI Education	LER 2996 Primary time teacher 12 hr clo	\$ 28.49
Enterprise Publishing	minutes and financials June mtg	\$ 184.05
Egan Supply	Floor wax	\$ 604.95
Earthgrains (Bimbo Bakeries)	Food Order	
Fort Calhoun Community Schools	OT Services	\$ 2,133.57
Fremont Chamber of Commerce	Bronze membership dues	\$ 325.00
Fiber Platform (United Private Networks)	Distance learning	\$ 559.33
Hometown Leasing	Printer Copier Lease	\$ 1,723.15
Huss, Jamie	Athletic Svcs May	
Hiland Dairy	Milk/Dairy Order	
Jackson Service	Kitchen Supplies	
KevanKavan	Audit and Safety inspection 2021	\$ 325.00
LE Learn to Move	PT Services	\$ 172.59
Lincoln Journal Star	Help wanted add for paras	\$ 201.68
Menards	Ballfield maintenance	\$ 89.79
Menards	Maintenance supplies	\$ 237.49
Menards	Maintenance supplies	\$ 52.57
Menards	Maintenance supplies	\$ 52.31
Methodist Fremont Health	DOT physicals Buckley and Krause	\$ 300.00
Menards	Maintenance supplies	\$ 97.12
Noredink Corp	Noredink license renewal	\$ 5,700.00
One Source	Background checks	\$ 87.00
OPPD	Electricity	\$ 7,764.61
Paper Corp	paper for 2021-2022 school year	\$ 3,314.90
Payflex	Payflex	\$ 100.00
Respondus Inc	Lockdown browser license renewal	\$ 2,795.00
Sysco Pegler	Food Order	
Staples Credit Plan	Paper for Graduation	\$ 115.32
Sedlacek, Hanna	Reimb for flash cards	\$ 17.14
Sheffield Potter inc	Pottery wheel	\$ 1,459.00
Two Rivers Bank	Direct Deposit Payment Fee	\$ 18.00
Teaching Strategies	Gold Nebraska bundle	\$ 418.25
Turnitin LLC	Turnitin feedback license renewal	\$ 1,942.00
T&T Electric	Ballfield sprinkler and sewer lines	\$ 2,900.00
US Foods	Food Order	
UNMC Continuing Ed	Rib plates, HS DVD and BLS DVD for nu	\$ 395.00

Village of Arlington	Water	\$ 974.62
VISA	Supplies	\$ 12,052.67
Wordware	Lunch program license renewal	\$ 1,814.00
Steve Weiss Music	26" Standard Timpani	\$ 2,159.95
Weldon parts	bus parts	\$ 214.04
Waste Connections	Trash Service	\$ 510.08
Winnelson	Ballfields water softner and plumbing par	\$ 5,052.59

**Total Payables** (checks not mailed until approved by the BOE) **\$ 67,500.98**

**HANDPAYABLES** (Paid and mailed after previous board meeting but before this board meeting)

Wex Bank	Shell Bill	\$ 1,862.85
Casey's	Fuel for mini vans	\$ 144.31

**Total Handpayables** **\$ 2,007.16**

**Total General Fund** **\$ 69,508.14**

**SPECIAL FUNDS** (Cut in previous month but may not have cleared bank yet)

DLR Group	Construction Services	\$ 1,982.70
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**Total Special Funds** **\$ 1,982.70**

EFINANCE - POWERSCHOOL  
 DATE: 07/09/2021  
 TIME: 09:24:03

ARLINGTON PUBLIC SCHOOL  
 CHECK REGISTER

PAGE NUMBER: 1  
 VENCHK11  
 ACCOUNTING PERIOD: 11/21

FUND - 99 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	VENDOR	ACCT	DESCRIPTION	AMOUNT
42205			4607 VISA		VOID: MULTI STUB CHECK	
42206			4607 VISA		VOID: MULTI STUB CHECK	
42207			4607 VISA		VOID: MULTI STUB CHECK	
42208	9001	07/09/21	4607 VISA	2734	2 APPLE IPADS ORDERED FOR	598.00
42208	9001	07/09/21	4607 VISA	2610	21-22 SUPPLIES FOR 5TH GR	160.79
42208	9001	07/09/21	4607 VISA	2733	3RD GRADE SUPPLIES FOR 21	68.43
42208	9001	07/09/21	4607 VISA	2650	5 PACK KINGSTON FLASH DRI	30.27
42208	9001	07/09/21	4607 VISA	2650	5 PACK LENOVO SCREENS	349.75
42208	9001	07/09/21	4607 VISA	2734	5 PACK USB TYPE-C TO USB	41.85
42208	9001	07/09/21	4607 VISA	2650	50 FT HDMI CABLE	29.99
42208	9001	07/09/21	4607 VISA	2330	ALL AMERINCA YEMENI GIRLS	17.74
42208	9001	07/09/21	4607 VISA	2610	AMAZON - 18 MONTH DESK CA	20.99
42208	9001	07/09/21	4607 VISA	2610	AMAZON - BITSBOX CODING S	19.95
42208	9001	07/09/21	4607 VISA	2610	AMAZON - DISPOSABLE CAMER	1,074.60
42208	9001	07/09/21	4607 VISA	2610	AMAZON - HEAVY DUTY WHITE	54.99
42208	9001	07/09/21	4607 VISA	2733	AMAZON - PADDED STOOL 5 P	109.22
42208	9001	07/09/21	4607 VISA	2640	AMAZON - READING STREET T	11.04
42208	9001	07/09/21	4607 VISA	2640	AMAZON - READING STREET T	33.00
42208	9001	07/09/21	4607 VISA	2650	APPLE DIGITAL AV ADAPTER	41.98
42208	9001	07/09/21	4607 VISA	2734	APPLE MACBOOK AIR FOR MUS	1,798.00
42208	9001	07/09/21	4607 VISA	2734	APPLE TV HD ORDERED FOR J	149.00
42208	9001	07/09/21	4607 VISA	2640	BOOK ORDERS. SEE ATTACHED	49.88
42208	9001	07/09/21	4607 VISA	2610	CAKES FOR END OF YEAR REC	212.72
42208	9001	07/09/21	4607 VISA	2610	CLASSROOM SUPPLIES FOR 21	189.82
42208	9001	07/09/21	4607 VISA	2610	CLASSROOM SUPPLIES FOR 4T	201.32
42208	9001	07/09/21	4607 VISA	2610	CLASSROOM SUPPLIES FOR 6T	48.98
42208	9001	07/09/21	4607 VISA	2610	COSTCO - SNACKS FOR SUMME	205.83
42208	9001	07/09/21	4607 VISA	2610	COSTCO - SUPPLIES FOR SUM	126.39
42208	9001	07/09/21	4607 VISA	2735	CUTE PDF PROFESSIONAL LIC	49.95
42208	9001	07/09/21	4607 VISA	2610	DEEP FRYER AND AIR FRYER	169.91
42208	9001	07/09/21	4607 VISA	2733	ELEMENTARY CLASSROOM FLEX	117.05
42208	9001	07/09/21	4607 VISA	2610	ELEMENTARY SUPPLIES FOR C	119.00
42208	9001	07/09/21	4607 VISA	2640	ESTIMATED SHIPPING/HANDLI	19.95
42208	9001	07/09/21	4607 VISA	2610	FCS SUPPLIES FOR REMODEL	100.88
42208	9001	07/09/21	4607 VISA	2330	HEINEMANN - REGISTRATION	500.00
42208	9001	07/09/21	4607 VISA	2734	INTEL DUAL BAND WIRELESS	95.60
42208	9001	07/09/21	4607 VISA	2650	IPAD CASES ORDERED FOR HI	27.96
42208	9001	07/09/21	4607 VISA	2610	KINDERGARTEN 21-22	169.94
42208	9001	07/09/21	4607 VISA	2610	KINDERGARTEN SUPPLIES 21-	113.32
42208	9001	07/09/21	4607 VISA	2610	KINDERGARTEN SUPPLIES FOR	123.75
42208	9001	07/09/21	4607 VISA	2650	LAPTOP SPEAKERS	15.95
42208	9001	07/09/21	4607 VISA	2650	LENOVO N22 KEYBOARDS	1,002.00
42208	9001	07/09/21	4607 VISA	2650	LENOVO N24 MOTHERBOARD	183.30
42208	9001	07/09/21	4607 VISA	2650	LENOVO SPEAKERS	15.95
42208	9001	07/09/21	4607 VISA	2330	LUNCH FOR ADMIN MEETING O	78.17
42208	9001	07/09/21	4607 VISA	2530	PIONEER PHONE BILL FOR MA	104.55
42208	9001	07/09/21	4607 VISA	2610	PLANNER FOR WINSLAGER	39.99
42208	9001	07/09/21	4607 VISA	2610	POSTAGE FOR DISTRICT OFFI	58.00
42208	9001	07/09/21	4607 VISA	2640	READING STREET TEXTBOOK 4	90.00
42208	9001	07/09/21	4607 VISA	2610	SCIENCE SUPPLIES FOR HS F	50.01
42208	9001	07/09/21	4607 VISA	2650	SCREEN CLEANER KIT	61.16
42208	9001	07/09/21	4607 VISA	2643	SCREENCASTIFY RENEWAL FOR	800.00
42208	9001	07/09/21	4607 VISA	2610	SPED SUPPLIES FOR 21-22	87.05

EFINANCE - POWERSCHOOL  
DATE: 07/09/2021  
TIME: 09:24:03

ARLINGTON PUBLIC SCHOOL  
CHECK REGISTER

PAGE NUMBER: 2  
VENCHK11  
ACCOUNTING PERIOD: 11/21

FUND - 99 - DISBURSEMENT FUND

CHECK NUMBER	CASH ACCT	DATE ISSUED	-----VENDOR-----	ACCT	-----DESCRIPTION-----	AMOUNT
42208	9001	07/09/21	4607 VISA	2610	SPED SUPPLIES FOR ELEMENT	436.83
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR 2ND GRADE FO	177.09
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR CLASSROOMS F	159.18
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR CLASSROOMS F	308.21
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR CLASSROOMS F	163.49
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR ELEM 21-22 S	15.99
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR ELEMENTARY S	234.95
42208	9001	07/09/21	4607 VISA	2610	SUPPLIES FOR KINDERGARTEN	211.72
42208	9001	07/09/21	4607 VISA	2580	TED WARD LODGE - HOTEL RO	86.68
42208	9001	07/09/21	4607 VISA	2610	THE WEDNESDAY WARS BOOK F	12.78
42208	9001	07/09/21	4607 VISA	2650	TOSHIBA STRATA STATION CA	49.95
42208	9001	07/09/21	4607 VISA	2610	TPT - 6TH GRADE MATH PROJ	8.79
42208	9001	07/09/21	4607 VISA	2610	TPT - BOY IN THE GIRL'S B	5.25
42208	9001	07/09/21	4607 VISA	2330	TPT - DATA TALK/COLLECTIO	10.72
42208	9001	07/09/21	4607 VISA	2610	TPT - END OF YEAR STEM SP	6.50
42208	9001	07/09/21	4607 VISA	2330	TPT - INSTRUCTIONAL COACH	57.78
42208	9001	07/09/21	4607 VISA	2610	TPT - STEM CHALLENGE BUCK	3.15
42208	9001	07/09/21	4607 VISA	2610	TPT - STEM CHALLENGE INDE	3.50
42208	9001	07/09/21	4607 VISA	2610	TPT - WATER BOTTLE FLIP C	5.95
42208	9001	07/09/21	4607 VISA	2610	TPT - WINTER SKI STEM CHA	4.00
42208	9001	07/09/21	4607 VISA	2650	TRENDNET 4-PORT SWITCH	44.99
42208	9001	07/09/21	4607 VISA	2650	TRIPOD PROJECTOR SCREEN	207.20
		TOTAL CHECK				12,052.67
		TOTAL FUND				12,052.67
		TOTAL REPORT				12,052.67

## ACTIVITY BALANCE as of 6/30/2021

Source Code:	Account	Beginning Bal	YTD Revenues	YTD Expenditures	Balance
701	One School One Team	\$ 881.20	\$11,005.00	\$1,530.41	\$ 10,355.79
736	Activities Interest	\$ 8,486.00	\$2,299.49	\$0.00	\$ 10,785.49
702	Always For Kids	\$ 41,079.07	\$4,881.86	\$7,961.50	\$ 37,999.43
703	Art Class	\$ 8,173.26	\$2,017.02	\$3,051.58	\$ 7,138.70
704	Art Club	\$ 2,791.26	\$99.95	\$1,561.90	\$ 1,329.31
705	Athletics	\$ (7,944.06)	\$76,740.51	\$93,921.24	\$ (25,124.79)
706	Band	\$ 5,479.32	\$3,765.75	\$5,775.97	\$ 3,469.10
789	Baseball Fund	\$ 4,896.53	\$1,404.00	\$2,434.79	\$ 3,865.74
762	Baylor/ACT	\$ 2,979.09	\$0.00	\$0.00	\$ 2,979.09
708	Book Club	\$ 270.55	\$0.00	\$0.00	\$ 270.55
790	Boys Basketball	\$ 1,323.06	\$6,016.00	\$5,973.34	\$ 1,365.72
783	Boys Golf	\$ 1,250.35	\$265.00	\$221.00	\$ 1,294.35
709	Cheerleading	\$ 317.65	\$16,175.89	\$15,350.00	\$ 1,143.54
734	Class of 2018	\$ 1,453.91	\$0.00	\$0.00	\$ 1,453.91
765	Class of 2019	\$ 1,016.13	\$0.00	\$0.00	\$ 1,016.13
770	Class of 2020	\$ 646.85	\$0.00	\$218.59	\$ 428.26
771	Class of 2021	\$ 734.77	\$811.34	\$1,087.23	\$ 458.88
768	Class of 2022	\$ 4,352.77	\$4,440.53	\$3,197.92	\$ 5,595.38
772	Class of 2023	\$ 1,759.20	\$1,893.15	\$320.50	\$ 3,331.85
773	Class of 2024	\$ 481.35	\$505.90	\$0.00	\$ 987.25
720	Concessions	\$ (4,476.00)	\$21,575.14	\$24,668.00	\$ (7,568.86)
785	Cross Country	\$ 2,853.59	\$1,682.00	\$2,067.63	\$ 2,467.96
721	Dance Squad	\$ 732.05	\$7,516.75	\$3,187.07	\$ 5,061.73
722	Drama	\$ 402.73	\$85.20	\$150.77	\$ 337.16
724	Elem Lounge	\$ (55.16)	\$0.00	\$0.00	\$ (55.16)
732	Fam Cons Science	\$ 2,683.23	\$1,318.69	\$2,097.55	\$ 1,904.37
726	FBLA	\$ 15,654.83	\$2,072.63	\$4,693.38	\$ 13,034.08
766	FFA	\$ 10,667.39	\$5,228.46	\$3,057.98	\$ 12,837.87
758	Floor Fund	\$ 427.95	\$0.00	\$0.00	\$ 427.95
727	Football	\$ 2,500.50	\$3,224.00	\$900.68	\$ 4,823.82
791	Girls Basketball	\$ 834.74	\$4,916.90	\$3,976.39	\$ 1,775.25
784	Girls Golf	\$ 2,953.08	\$253.00	\$0.00	\$ 3,206.08
735	Honor Society	\$ 1,215.16	\$729.60	\$860.90	\$ 1,083.86
761	Honors History	\$ 0.09	\$0.00	\$0.00	\$ 0.09
744	HS Lounge	\$ 581.60	\$10.98	\$163.78	\$ 428.80
740	Industrial Tech / Woods	\$ 1,285.63	\$2,715.00	\$3,145.32	\$ 855.31
739	Library Fund Elem/HS	\$ 3,457.43	\$5,067.85	\$6,198.94	\$ 2,326.34
764	Metro	\$ 47,277.01	\$0.00	\$0.00	\$ 47,277.01
792	MS Girls Basketball	\$ 120.14	\$437.00	\$471.50	\$ 85.64
723	MS STEM	\$ 144.33	\$237.64	\$239.80	\$ 142.17
737	MS Student Council	\$ 3,871.41	\$170.90	\$500.00	\$ 3,542.31
787	MS Track	\$ 222.12	\$0.00	\$0.00	\$ 222.12
756	Pepsi	\$ 1,728.76	\$1,307.59	\$0.00	\$ 3,036.35
742	Quiz Bowl	\$ 1,139.64	\$0.00	\$90.82	\$ 1,048.82

728	Reimbursement (general)	\$ 6,771.00	\$102.00	\$102.00	\$ 6,771.00
714	SKILLS	\$ 679.48	\$0.00	\$0.00	\$ 679.48
788	Softball	\$ (653.69)	\$3,339.40	\$806.00	\$ 1,879.71
746	Spanish Club	\$ 181.94	\$0.00	\$31.97	\$ 149.97
794	Sped	\$ -	\$194.00	\$115.65	\$ 78.35
747	Speech	\$ 942.06	\$0.00	\$292.56	\$ 649.50
748	Spring Musical	\$ 4,443.86	\$7,306.09	\$8,321.78	\$ 3,428.17
793	Striv	\$ 150.00	\$845.00	\$595.00	\$ 400.00
749	Student Council	\$ 4,146.52	\$1,874.00	\$2,831.80	\$ 3,188.72
750	Student Vending	\$ 1,396.71	\$58.26	\$0.00	\$ 1,454.97
751	Swing Choir	\$ 2,091.67	\$2,428.20	\$2,516.49	\$ 2,003.38
786	Track Fund	\$ 1,513.82	\$1,430.44	\$1,189.79	\$ 1,754.47
717	Transition	\$ 1,613.51	\$0.00	\$0.00	\$ 1,613.51
782	Volleyball	\$ 2,612.28	\$3,095.02	\$2,833.17	\$ 2,874.13
710	Welding	\$ (353.79)	\$0.00	\$51.62	\$ (405.41)
733	Wrestling	\$ 4,404.67	\$997.99	\$1,802.67	\$ 3,599.99
753	Yearbook	\$ 4,757.21	\$6,240.00	\$3,472.12	\$ 7,525.09
	Totals	<b>\$211,347.76</b>	<b>\$218,781.12</b>	<b>\$224,039.10</b>	<b>\$206,089.78</b>

APS 2020-2021  
STUDENT ENROLLMENT SUMMARY

Projected 21-22					5/20/2021	5/22/2020
Grades	7/12/2021					
PS	34				31	38
KG	54				56	42
1ST	56				37	46
2ND	39				46	45
3RD	52				42	44
4TH	54				40	55
5TH	42				57	54
6TH	69				53	53
<b>PS-6 TOTAL</b>	<b>400</b>				<b>362</b>	<b>377</b>
7TH	58				55	48
8TH	56				43	59
9TH	49				60	60
10TH	62				54	61
11TH	57				60	48
12TH	65				45	61
<b>7-12 TOTAL</b>	<b>347</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>317</b>	<b>337</b>
<b>PK-12 TOTAL</b>	<b>747</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>679</b>	<b>714</b>
<b>FREE/REDUCED</b>						<b>171</b>
<b>SPED</b>						<b>120</b>
<b>ELL</b>						<b>6</b>
<b>OPTION ENROLLMENT</b>						
<b>IN/OUT</b>	<b>IN/OUT</b>	<b>IN/OUT</b>	<b>IN/OUT</b>		<b>IN/OUT</b>	<b>IN/OUT</b>
KG					7/0	5/7
1ST					5/0	6/2
2ND					6/2	9/3
3RD					9/3	4/1
4TH					3/1	5/2
5TH					9/2	4/2
6TH					5/2	8/3
7TH					10/4	12/4
8TH					11/4	13/2
9TH					13/2	19/8
10TH					19/8	13/5
11TH					15/5	10/7
12TH					10/6	18/3
<b>TOTAL</b>					<b>122/39</b>	<b>126/49</b>
					2020-2021	2019-2020

# School District/System Census Report

2021

District Number: 89-0024-000

District Name: ARLINGTON PUBLIC SCHOOLS

District Phone: (402)478-4173

[Look up another District](#)

## District Status

Date	Collection Status
6/28/2021 12:00:00 AM	Initial
7/2/2021 8:26:20 AM	Processing
7/2/2021 8:34:59 AM	Submitted

Total		Census	
County	Total Current	Total Prior	% Difference
DODGE	28	24	16.67
DOUGLAS	30	28	7.14
WASHINGTON	727	715	1.68
TOTAL	785	767	2.35

**Arlington Public Schools  
School Security & Safety Audit**

**May 25, 2021**

<b>Policies *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
The District has an Emergency Operation Plan that addresses all potential hazards in the community.	<b>X</b>			The District utilizes a Flip Chart that is in every classroom.
The school reviews the plan annually.	<b>X</b>			
The Administration consulted with an outside agency on the EOP.	<b>X</b>			
The District has a Safety Team.	<b>X</b>			
The Safety Team meets at least annually.	<b>X</b>			Bi-monthly meetings.
The District has a Bullying Policy	<b>X</b>			
The District has a Policy on Dating Violence.	<b>X</b>			
The District has a Policy on Sexual Harassment.	<b>X</b>			
The District has a Crisis Team.	<b>X</b>			
Roles for the Crisis Team are clearly defined.	<b>X</b>			
The District has a Safe Pupil Transportation Plan.	<b>X</b>			
The District has a Policy addressing Continuity Of Operations.		<b>X</b>		Further training regarding this matter will be provided by the Nebraska Department of Education.
The District has a Restraint and Seclusion Policy. (Maintains a list of certified staff.)	<b>X</b>			

**Arlington Public Schools  
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<b>Procedures *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Procedures are in place to deal with suicide.	<b>X</b>			
Suicide Prevention Training is provided to all staff.	<b>X</b>			Safe Schools Training.
Procedures are in place for students and parents to express their concerns regarding safety and security issues.	<b>X</b>			
Procedures are in place to document and maintain data on disciplinary issues, violent behavior and weapons violations.	<b>X</b>			
Procedures with dealing with Law Enforcement clearly defined.	<b>X</b>			
Procedures are in place for conducting Search and Seizure.	<b>X</b>			
Procedures for dealing with the Media are clearly defined.	<b>X</b>			
Procedures are in place to notify parents/guardians of school closings or emergency situations.	<b>X</b>			Texting, emails and local media outlets..
Procedures are in place for addressing the aftermath of grief and loss, counseling, support groups & memorials.	<b>X</b>			
Procedures are in place to monitor student arrival, departure and during passing periods in the hallways.	<b>X</b>			

**Arlington Public Schools  
School Security & Safety Audit**

**May 25, 2021**

<b>Interior *</b>				
<b>Entrance, Exits and Hallways</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
There is a controlled access entry system in place for all buildings.	<b>X</b>			There are two entrances to the facility, one for the Elementary School located on the north side and one for the High School located on the east side of the building.
Is the main entrance of the school readily identifiable.	<b>X</b>			Entrances are clearly marked.
Exterior doors are locked and secured at all times.	<b>X</b>			
Exterior doors facilitate exiting from the building in the event of an emergency.	<b>X</b>			
<ul style="list-style-type: none"> <li>• Unused portions of the building are kept locked during and after school hours.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>• Main parts of the building are sealed off during after school events.</li> </ul>	<b>X</b>			
Interior roof access is locked and secured.	<b>X</b>			The door to this room is always locked.
Hallways are unobstructed and wide enough for clear passage.	<b>X</b>			
<ul style="list-style-type: none"> <li>• Spills are cleaned up promptly, "Wet Floor" signs are utilized as needed.</li> </ul>	<b>X</b>			
Doormats are provided at entrances to collect water, slush and snow.	<b>X</b>			
Floors are in good condition, no slip, trip or fall hazards.	<b>X</b>			

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<b>Classrooms *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Classrooms can be locked from the inside of the room.	<b>X</b>			There is a key slot on the outside and inside of each classroom door. (Classroom doors can only be locked by a key)
<ul style="list-style-type: none"> <li>Substitute teachers are aware of emergency procedures and how to lock the classroom door.</li> </ul>	<b>X</b>			Substitute Teachers are given a Substitute Lanyard which has a room key attached.
Windows are in good condition and proper working order.	<b>X</b>			
Window blinds are in proper working condition.	<b>X</b>			
Adequate aisle spacing provided for quick unobstructed exits.	<b>X</b>			
Potential hazards are recognized and avoided, i.e.: extension cords across the aisle, overhead projectors above desk or in walkways.	<b>X</b>			
Floors are in good condition.	<b>X</b>			
Desks, chairs and tables are in good repair.	<b>X</b>			
Hard corners (safe corners) not cluttered with desks or cabinets preventing students and staff from quickly moving to the area to be out of sight from the hallway.	<b>X</b>			The classrooms are large enough to easily place a typical sized class into the hard corners.
SRP Posters prominently displayed in the room.	<b>X</b>			
Evacuation routes prominently displayed for both Fire and Shelter Events.	<b>X</b>			
The Art Room is neat and orderly.	<b>X</b>			
The Locker Rooms are neat and orderly.	<b>X</b>			

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<b>Exits and Lighting</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Emergency Exit and Emergency Lighting is operational.	<b>X</b>			
Emergency Exit Signs prominently displayed, and in proper condition.	<b>X</b>			
Emergency exits are unobstructed.	<b>X</b>			

<b>Communications *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>The Intercom is in proper working condition.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>All classrooms can hear a Public Address Announcement.</li> </ul>		<b>X</b>		Band Room, Vocational Rooms
<ul style="list-style-type: none"> <li>All classrooms have a working two-way communication system with the front office.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The District has emergency communications capabilities with Emergency Responders.</li> </ul>	<b>X</b>			Landlines, cellular phones, SRO Portable Radio.
<ul style="list-style-type: none"> <li>The Main Office has communication with any staff while outside the building, recess, classroom activities, etc.</li> </ul>	<b>X</b>			Staff are required to have portable radios while outside the building.
<ul style="list-style-type: none"> <li>The Main Office can communicate effectively with the Industrial Tech Department while machines are in full operation.</li> </ul>		<b>X</b>		
<ul style="list-style-type: none"> <li>The Band and Vocal Music Rooms can hear messages while performing.</li> </ul>		<b>X</b>		
<ul style="list-style-type: none"> <li>There is an emergency communication plan in place in case of a natural or man-made disaster.</li> </ul>	<b>X</b>			

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<b>Surveillance/Alarm System *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Staff are present and in position to watch all areas during passing periods.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The Alarm System is in proper working order (If so equipped).</li> </ul>		<b>X</b>		This system is rarely activated after hours due to the frequency of false alarms.
<ul style="list-style-type: none"> <li>Cameras are in proper working condition and there is adequate video storage (at least 30 days).</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Several staff members are knowledgeable on how to retrieve video footage for an incident.</li> </ul>	<b>X</b>			There are two staff members that are capable of retrieving data from the video surveillance system.

<b>Identity and Access Management *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Is there a single point of entry for access control into the facility?	<b>X</b>			There are two entry points, one for the Elementary School and one for the High School.
There is a controlled access camera/intercom/buzzer system at the entry point of the school.	<b>X</b>			Both entrances are controlled by camera/intercom systems.
<ul style="list-style-type: none"> <li>School employees are required to wear photo identification.</li> </ul>		<b>X</b>		Staff ID is required to be worn but compliance is not enforced.
<ul style="list-style-type: none"> <li>Students have hall passes while not in class.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Staff members are familiar with the school's Visitor Policy.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Employees are trained and empowered to ask anyone they don't recognize to present their visitor pass (badge) and/or escort them to the Main Office.</li> </ul>	<b>X</b>			

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<b>Visitor Policy *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Main entrance for visitor access is clearly identified.	<b>X</b>			
Signage advising visitors to sign-in at the office clearly visible.		<b>X</b>		But visitors do sign in at the front desk.
<ul style="list-style-type: none"> <li>Visitors are asked for identification unless they have a School ID Badge or are known by the secretary.</li> </ul>		<b>X</b>		
Visitor badges are unique and easily identifiable (i.e. color coded, dated, etc.)	<b>X</b>			
<ul style="list-style-type: none"> <li>Substitute teachers are checked in and given ID badges.</li> </ul>	<b>X</b>			Substitute Teachers are given a Substitute Lanyard which also has a room key.
<ul style="list-style-type: none"> <li>Vendors and contractors are identified on an approved list managed by front office personnel. These parties follow the same check-in procedures and wear district approved visitor passes.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>All delivery services are managed and visually verified by district personnel. They are never left alone while deliveries are conducted.</li> </ul>	<b>X</b>			

<b>Storage/Receiving Area *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Storage areas are neat and orderly.	<b>X</b>			
Mechanical Rooms are reasonably clean/free of clutter.	<b>X</b>			
Mechanical Rooms are locked.	<b>X</b>			
Receiving areas are free of obstructions.	<b>X</b>			
<ul style="list-style-type: none"> <li>Material Safety Data Sheets are stored in a convenient location if needed.</li> </ul>	<b>X</b>			

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<b>Emergency Protocols *</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>The District follows the I Love You Guys Foundation Standard Response Protocol, as recommended by the Nebraska Department of Education.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The school practices "Lock Down" Drills.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The school practices two Shelter Events regarding Tornados. One within the first two weeks of the school year and the other during Tornado Awareness Month, (March).</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The school performs two Bus Evacuations throughout the school year involving all students.</li> </ul>		<b>X</b>		Only one was performed this school year.
<ul style="list-style-type: none"> <li>The school conducts a Fire Evacuation Drill every 30 days for a total of 10 completed throughout the school year.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The school has Reunification Plans and Procedures established.</li> </ul>		<b>X</b>		Progress is being made on this procedure.
<ul style="list-style-type: none"> <li>Reunification sites have been established.</li> </ul>	<b>X</b>			One Reunification site has been identified.
<ul style="list-style-type: none"> <li>A Reunification Drill has been conducted by the District.</li> </ul>		<b>X</b>		
Fire Extinguishers have current inspection tags and are properly located throughout the building.	<b>X</b>			
Fire doors are not tied or blocked.	<b>X</b>			
A Fire Suppression System is installed throughout the building.	<b>X</b>			
<ul style="list-style-type: none"> <li>Substitute teachers are familiar with the school's emergency procedures.</li> </ul>	<b>X</b>			

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**May 25, 2021**

<b>Emergency Protocols (cont.)</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>The school has a plan to deal with Bomb Threats.</li> </ul>	<b>X</b>			
The District has a School Resource Officer.	<b>X</b>			Washington County Sheriff's Deputy Ashley Judkins
<ul style="list-style-type: none"> <li>The school documents emergency situations or events.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Blueprints of school are readily available for First Responders.</li> </ul>	<b>X</b>			

<b>Kitchen and Cafeterias</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Kitchen floors are constructed of a non-skid surface.	<b>X</b>			
Slicers and other equipment are properly guarded when not in use.	<b>X</b>			
Loading areas are free of slip, trips and fall hazards.	<b>X</b>			
Cafeteria furniture is sturdy and free of rough edges or loose hardware.	<b>X</b>			

<b>Office Area</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Cords for office equipment do not create a tripping hazard.	<b>X</b>			
Storage in file cabinets is properly arranged so the lowest drawers contain the heaviest items.	<b>X</b>			
There is a direct line of sight from the main office area to the front entrance.	<b>X</b>			

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<b>Vocational Departments</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>All students are trained before they are allowed to operate equipment.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Eye protection and other personal protection equipment is required.</li> </ul>	<b>X</b>			
Appropriate warning signs are posted on walls and equipment.	<b>X</b>			
All power equipment is properly guarded.	<b>X</b>			
There is proper ventilation in the Welding Shop area.	<b>X</b>			
Shelving is properly secured and free from excessive loads.	<b>X</b>			
The room is secured when not occupied.		<b>X</b>		
<ul style="list-style-type: none"> <li>Eye Wash Stations are in the Science Classrooms.</li> </ul>	<b>X</b>			

<b>Playgrounds/Playing Fields</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Fencing is well maintained.	<b>X</b>			
<ul style="list-style-type: none"> <li>Adequate exterior lighting is provided, including weekends.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Playground equipment is inspected on a regular basis.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>Staff have two-way communication with office personnel.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>There is video surveillance of the playground equipment.</li> </ul>	<b>X</b>			

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<b>Exterior</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Shrubs are trimmed and kept back from the building so parties cannot hide behind them.	<b>X</b>			
Drug Free Zone Signs are posted on school property.	<b>X</b>			There is only one sign around the building grounds.
Graffiti is quickly removed from all school property.	<b>X</b>			
Ladders are kept in storage areas and not accessible to the public.	<b>X</b>			
<ul style="list-style-type: none"> <li>Visual surveillance of the parking lots is available.</li> </ul>	<b>X</b>			
Exterior doors are in proper working order.	<b>X</b>			
There is adequate exterior lighting in the parking lot.	<b>X</b>			
There are signs posted stating that there is Video Surveillance of the school property.		<b>X</b>		
Roof access to the building is completely blocked off.	<b>X</b>			
Exterior Doors numbered for First Responders.	<b>X</b>			Numbers should also be posted on the interior of each door.

<b>Employee Safety</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Employees are periodically instructed on safety regulations through online training programs which include a wide variety of subjects, i.e. slips, trips and falls hazards, Ladder Safety, etc.</li> </ul>	<b>X</b>			Safe Schools on-line training provided to all staff.
<ul style="list-style-type: none"> <li>Emergency Drills are practiced routinely and include all staff.</li> </ul>	<b>X</b>			

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**May 25, 2021**

<b>Stairs and Ramps</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
Handrails are in place and secure.	<b>X</b>			
Landings are hazard free of obstructions.	<b>X</b>			
Lighting is adequate.	<b>X</b>			
Stair treads are provided and in good condition.			<b>X</b>	
Stairwell doors are not blocked.			<b>X</b>	
Ramps are provided with non-skid surfaces.	<b>X</b>			

<b>Buses</b>	<b>Yes</b>	<b>No</b>	<b>N/A</b>	<b>Comments</b>
<ul style="list-style-type: none"> <li>Daily Bus Inspections are conducted by drivers.</li> </ul>	<b>X</b>			
Buss loading and drop-off zones are clearly defined.	<b>X</b>			
Fire Extinguishers are in all vehicles that transport students.	<b>X</b>			
<ul style="list-style-type: none"> <li>Fire Extinguishers are inspected monthly.</li> </ul>	<b>X</b>			Monthly
First Aid Kits are in all vehicles that transport students.	<b>X</b>			
<ul style="list-style-type: none"> <li>Emergency contact numbers are in every vehicle that transport students.</li> </ul>	<b>X</b>			
<ul style="list-style-type: none"> <li>The 90 Day Inspection is completed on all buses by licensed professionals.</li> </ul>	<b>X</b>			
Bus Cameras	<b>X</b>	<b>X</b>		There are cameras in four of the eight buses.

## **Summary**

The entrances to the Elementary and High School Offices are clearly defined and are controlled by buzzer/intercoms. Office personnel have a direct line of sight to these entrances and have the ability to properly ask questions prior to admitting anyone into the building.

Other noteworthy items include video surveillance cameras, exterior lighting, newer playground equipment, a full-time School Resource Officer and training students and staff on emergency procedures.

Establishing proper communication to the Vocational Rooms while machines are in use or students are performing will be challenging. A bright light or loud buzzer activation may be a solution.

The District has made considerable safety and security strides over the last several years and the effort is commendable!

**May 26, 2021**

### **Disclaimers:**

The representative performing this audit maintains no liability regarding any actions taken, or not taken on behalf of the school district being audited. This representative is simply reporting on policies and procedures in place for this District.

**Kevin Kavan  
3850 Old Hwy 8  
Fremont, NE 68025  
402-720-6301**

## INTERLOCAL AGREEMENT TO SHARE OCCUPATIONAL THERAPIST

This agreement is made and entered into under the provisions of the Nebraska Interlocal Cooperation Act, NEB. REV. STAT. §§ 13-801 to 13-827, by **Washington County School District No. 89-0001, commonly known as Blair Community Schools** (referred to herein as "Blair "); **Washington County School District No. 89-0003, commonly known as Fort Calhoun Community Schools** (referred to herein as "Fort Calhoun") and **Washington County School District No. 89-0024, commonly known as Arlington Public Schools** (referred to herein as "Arlington").

WHEREAS, the Parties are political subdivisions of the State of Nebraska and desire to make the most efficient use of their taxing authority and other powers to enable them to cooperate with each other and other entities as further agreed on the basis of mutual advantage to provide goods, services, and facilities in a manner and pursuant to forms of governmental organization that will accord the best results in terms of geographic, economic, population, and other factors that will influence the needs and development of the Parties;

WHEREAS, the Parties have passed resolutions authorizing each party to approve and enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed by the parties as follows:

1. **No Separate Legal Entity.** This Agreement does not establish a separate legal or joint entity.
2. **Purposes.** The purposes of this agreement are:
  - A. To permit the school districts to make the most efficient use of their powers and resources by sharing the services of an Occupational Therapist who will provide services on a 1.00 Full-time Equivalent (FTE) basis (186 days). Arlington shall receive 57 days; Blair shall receive 85 days; and Fort Calhoun shall receive 44 days.
  - B. To provide consistency in delivery of service;
  - C. To facilitate the school districts' use of an Occupational Therapist on a shared basis by providing for the scheduling of the Occupational Therapist's time in a coherent and efficient manner.

**3. Term.** This Agreement shall have a duration of one year, commencing with the 2021-22 school year, which shall begin on **August 12, 2021** and end on **July 31, 2022**. Subsequently, this Agreement shall automatically renew from year to year for an additional one-year term unless one of the parties gives written notice to the others on or before **March 1st** of its intention to terminate it at the conclusion of the then-current contract term. The parties may by mutual agreement terminate this agreement at anytime prior to August 31, 2022.

**4. Administration.** Fort Calhoun's, Blair's and Arlington's Superintendent or their designee, ("Administrators") shall be responsible for jointly administering the cooperative undertaking described in this Agreement. The Administrators, may take any action authorized, either explicitly or implicitly, by the Interlocal Cooperation Act, including any action that may be necessary to perform the duties and functions as provided in this Agreement.

**5. Nature of the Occupational Therapist's Employment.** Blair Community Schools has entered into a written agreement with the Occupational Therapist whereby she is employed to provide services on a 1.00 FTE basis during the 2021-22 school year (attached hereto as **Exhibit "A"**). Blair Community Schools agrees to provide the services of the Occupational Therapist to Arlington and Fort Calhoun on a part-time basis. For the purposes of this Agreement, the Occupational Therapist shall be an employee of Blair Community Schools and will not be an employee of Arlington or Fort Calhoun or a "joint employee" of Blair and Arlington or of Blair and Fort Calhoun for any purpose.

**6. Sharing of Services Provided by Occupational Therapist.** The Occupational Therapist shall provide Occupational Therapy services to all three school districts. The type of services to be provided by the Occupational Therapist to Arlington and For Calhoun shall be the same as those which are described in the Occupational Therapist's contract and/or job description with Blair. The three District's will work out a schedule reflecting their base days of service (Arlington 57, Blair 85 and Fort Calhoun 44 days) for the Occupational Therapist prior to schools start in August of 2021.

**7. Occupational Therapist's Salary and Fringe Benefits.** Blair Community Schools will pay the Occupational Therapist's salary for the 2021-2022 school year pursuant to the terms of the Occupational Therapist's Contract (Exhibit A). The parties agree that, for the 2021-22 school year, Blair has established the amount of the Occupational Therapist's salary at \$54,168.00. Blair Community Schools shall also provide the Occupational Therapist with those additional fringe benefits specified in the Occupational Therapist's Contract or required by any applicable collective bargaining agreement.

**8. Payment to Blair by Arlington and Fort Calhoun.** Arlington and Fort Calhoun shall make the following payments to Blair:

- A. An amount equal to their percentage of hours of service, Arlington 30.645%, Fort Calhoun 23.656% of the Occupational Therapist's annual salary as set forth in paragraph 7 above.
- B. An amount equal to their percentage of hours of service, Arlington 30.645%, Fort Calhoun 23.656% of all expenses incurred by Blair for FICA and retirement (NPERS), as a consequence of the Occupational Therapist's employment by Blair.
- C. An amount equal to their percentage of hours of service, Arlington 30.645%, Fort Calhoun 23.656% of the cost of fringe benefits specified in the Occupational Therapist's Contract with Blair (Exhibit A) or as required by any applicable collective bargaining agreement (which includes, but is not necessarily limited to, Blair's share of premiums for group health, dental, long-term disability, and life insurance, the District's share of the cost for 403(b) and a Flexible spending account if they choose to participate in these benefits).
- D. A reasonable amount will be budgeted and paid for professional development expense (training), travel and/or mileage, and dues as agreed between the parties.

Blair shall bill Arlington and Fort Calhoun on a monthly basis for all payments pursuant to this paragraph beginning in September 2021 and ending in August 2022. Arlington will be billed 12 monthly installments of \$1,768.00 and Fort Calhoun will be billed 12 monthly installments of \$1,364.78 the monthly cost of all amounts listed in sections A., B., and C. above. The amount billed is due on the 1st of each month and should be paid no later than the 20th of each month. Additional hours over and above the base of 456 for Arlington, 680 for Blair and 352 for Fort Calhoun will be billed at \$46.53 per hour. Actual expenses incurred in section D. above will be split according to the base hours and invoiced on a separate invoice in August.

**9. Occupational Therapist Not a Third-Party Beneficiary.** This agreement does not create any enforceable rights in favor of the Occupational Therapist and she is not a third-party beneficiary of the agreement.

**10. No Joint Employment.** This agreement does not make the parties joint employers of the Occupational Therapist for purposes of liability, Workers' Compensation, unemployment compensation, or any other purpose.

**11. Management, Evaluation, Discipline and Discharge.** Blair shall have the right to manage, evaluate, discipline, and discharge the Occupational Therapist in a manner consistent with its employment contract, and as otherwise provided by law. The Arlington and Fort Calhoun Superintendent shall have the right to direct the Occupational Therapist in his or her work with respect to the services he or she performs for Arlington and Fort Calhoun, respectively. Blair shall evaluate the Occupational Therapist as required by law and school policy, provided that it shall consider the positive and negative comments, if any, of the Arlington and/or Fort Calhoun Superintendent or other representatives in preparing the Occupational Therapist's evaluation. Arlington's and Fort Calhoun's superintendent, or their designee, shall conduct at least one evaluation of the Occupational Therapist and participate in the Occupational Therapist's annual review.

**12. Termination During Term of Agreement.** Either party may terminate this agreement during its term if the Occupational Therapist serving at its commencement:

- A. Submits a resignation with an effective date prior to the end of the term of the agreement, and the Blair Board of Education accepts the resignation.
- B. Dies prior to the end of the school year;
- C. Is discharged by the Blair Board of Education prior to the end of the school year.

**13. Manner of Acquiring, Holding, and Disposing of Real and Personal Property.** The Parties do not anticipate a need to acquire, hold, or dispose of real or personal property to accomplish the purposes of this Agreement. The Parties' respective governing boards shall determine the manner of acquiring, holding, or disposing of real or personal property in the event that such a need arises.

**14. Provision of Supplies.** Each party shall provide such supplies and equipment as are necessary for the Occupational Therapist's performance of services at its school district.

**15. Financing and Budgeting.** Each party will budget separately to pay the costs and expenses that it will reasonably and necessarily incur to fulfill its obligations under this agreement.

**16. Taxes.** This Agreement does not grant the school districts any authority to levy, collect, or account for any tax authorized under sections 13-318 through 13-326 or 13-2813 through 13-2816.

**17. Liability Insurance.** Each party shall obtain and pay for its own liability insurance coverage for their participation in this Agreement.

**18. Indemnification.** To the extent permitted by applicable law, but without waiving any rights under any applicable state governmental immunity act, the Parties hereto agree to indemnify each other from any and all liabilities, claims, expenses, losses or damages, including attorneys' fees, which may arise in connection with the execution of the work herein specified and which are caused, in whole or in part, by the negligent act or omission of the Indemnifying Party.

**19. Disposal of Property upon Termination.** The parties do not contemplate that this agreement will require the acquisition of any jointly held property. However, if it becomes necessary to dispose of property held jointly under this Agreement, it shall be divided and distributed as agreed between the school districts upon termination of this Agreement. If a dispute arises as to the value of such property or as to how it will be distributed, such property shall be sold by taking bids at public auction and selling said property to the highest bidder with the proceeds therefrom being distributed equally to the school districts.

**20. Nondiscrimination.** The school districts shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

**21. Employment Eligibility Verification.** The school districts shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009 and who are physically performing services within the State of Nebraska. If a school district employs or contracts with any subcontractor in connection with this Agreement, the contracting party shall include a provision in the contract requiring the subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

**22. Review of Agreement.** Each party shall review the effectiveness of this agreement at least annually.

**23. Notice.** A school district giving any Notice ("Notice") under this Agreement must give written Notice by personal delivery, registered or certified Mail (in each case, return receipt requested and postage prepaid), or

electronic mail (to the respective Superintendents, with receipt confirmed). Notice shall be sent to the following addressees at the following addresses:

Fort Calhoun: Fort Calhoun Public Schools  
Attn: Superintendent  
5876 County Road P43  
Fort Calhoun, NE 68023-0430

Arlington: Arlington Public Schools  
Attn: Superintendent  
705 N. 9th Street  
Arlington, NE 68002-0580

Blair: Blair Public Schools  
Attn: Superintendent  
PO Box 288  
1100 Deerfield Blvd  
Blair, NE 68008

Notice is effective only if the party giving the Notice has complied with this section.

**24. Amendment and/or Extension of Agreement.** The school districts may amend or extend this agreement. Any such amendment or extension shall require the approval of both boards of education and shall be in writing.

**25. Severability.** If any provision of this Agreement is determined to be unenforceable, the remaining provisions of this Agreement remain in full force, if the essential terms and conditions of this Agreement for each party remain enforceable.

**26. Counterparts.** The school districts may execute this Agreement in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one agreement. The signatures of all of the school districts need not appear on the same counterpart, and delivery of an executed counterpart signature page by facsimile or other electronic means is as effective as executing and delivering this Agreement in the presence of the other school district to this Agreement. This Agreement is effective upon delivery of one executed counterpart from each school district to the other. In proving this Agreement, a school district must produce or account only for the executed counterpart of the school district to be charged.

**27. Assignment.** The school district shall not assign or otherwise dispose of this Agreement or any duty, right, or responsibility contemplated

in this Agreement to any other person or entity without the previous written consent of the other party.

**28. Entirety of Agreement.** This agreement contains the school districts' entire agreement. It fully supersedes any and all prior agreements or understandings between them pertaining to the subject matter hereof.

**ARLINGTON PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2021

**BLAIR PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_. Board President

Date: \_\_\_\_\_, 2021

**FORT CALHOUN PUBLIC SCHOOLS**

\_\_\_\_\_  
\_\_\_\_\_, Board President

Date: \_\_\_\_\_, 2021



James B. Gessford  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann\*  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*  
Charles Kaplan  
Haleigh B. Carlson  
Daniel K. Kaplan



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Ernest B. Perry (1876-1962)  
Arthur E. Perry (1910-1982)  
R.R. Perry (1917-1999)  
Edwin C. Perry (1931-2012)

## MEMORANDUM

To: Dr. Dan Schnoes, ESU 3 Administrator  
From: Perry Law Firm  
Date: May 28, 2021  
RE: School District Annual Policy Service Update

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The Nebraska Legislature adjourned on May 27th. This session involved several legislative bills that will require policy changes, as discussed in this memo. In addition, new federal and state auditing guidelines and procedures will require updates to school policies in certain areas. Finally, we have included several other policies that school districts may consider adopting, based upon scenarios that have occurred over the past year or so.

### A. REQUIRED POLICY UPDATES

**1. Policy 1200 – Anti-Harassment** – Due to the enactment of LB 451, and to be consistent across policies, we have added the new non-discriminatory references to the general anti-harassment policy.

**2. Policy 3132 – Internal Controls** – NDE’s “Fiscal Desk Reviews” have started asking for each District’s “written Internal Controls and Policies and Procedures,” pursuant to 2 C.F.R. § 200.303, et seq. Policy 3132 includes those required policies and procedures.

**3. Policy 4003 and Attachments – Employee Antidiscrimination** – LB 451 adds protections under the Nebraska Fair Employment Practice Act with regard to race and hairstyles. Policy 4003 and its attachments are updated to reflect this change in the law.

**4. Attachments to Policy 4007 – (FMLA)** – The United States Department of Labor updated its Family and Medical Leave Act forms. To that end, the updated FMLA forms can replace the old versions of Forms 2-7. The FMLA Application itself (Form 1) remains the same.

**5. Attachment to Policy 5002 – “Affidavit”** – LB 528 removed the requirement that disenrollment forms be notarized for those students ages 16 through 18. NDE may issue an updated “Nebraska Withdrawal From Mandatory Attendance Form” in light of LB 528. If that occurs, we will replace the existing NDE form with the updated NDE form. No other disenrollment form needs to be changed.

**6. Policy 5401 and 5401z – Equal Opportunity** – Similar to Policy 1200, we have updated the new non-discrimination language to be consistent across all policies.

7. **Policy 6600 – Special Education Policies** – Recently, NDE’s special education audits have asked for more specifics and detail in policy. As such, we have updated Policy 6600 to conform with these new standards.

## **B. POLICY UPDATES TO CONSIDER**

1. **Policy 1110 – Bulletin Boards** – As some schools move towards distributing messages electronically, each Board should revisit Policy 1110. Some districts may no longer need this Policy. Each district should review their policy to make sure it reflects current and intended practice, including what may be posted and whether outside groups may post on school bulletin boards.

2. **Policy 4025 – Professional Boundaries (NDE Model Policy)** – Neb. Rev. Stat. § 79-879 requires that every school district have a professional boundaries policy to address, among other things, grooming of students. NDE has developed a model policy that a school district may adopt, though NDE’s policy itself is not required. Many school districts already have a professional boundaries policy. Our preference is to continue using our current professional boundaries policy, but each board can decide if they want to adopt NDE’s model policy or keep their existing professional boundaries policy. If a district wants to keep its current professional boundaries policy, that district should confirm that the policy includes all requirements contained in Neb. Rev. Stat. § 79-879.

3. **Policy 6111 – Classroom Environment** – This year, several districts struggled with staff members who displayed controversial flags or had political posters in their classroom. To avoid this situation in the future, Boards may want to consider adding a provision in Policy 6111 to limit non-curricular posters, flags and other displays.

4. **Policy 6212 – Assessments – Academic Content Standards** – In light of the proposed health standards, Boards may want to review their policy on academic content standards. In the past, our policy has allowed Boards to automatically adopt the State Board’s recommended content standards. However, with the controversy over the proposed health standards, Boards may want to change their policy to require an affirmative vote to adopt a standard recommended by the State Board.

5. **Policy 8130 – Annual Organizational Meeting** – During this past year, a handful of school boards struggled to select their officers, including multiple votes and stalemates to elect a Board President. We have provided two options to address this apparent, ongoing problem. Option #1 is our current recommended policy, which allows Boards to decide how many votes will be taken before a stalemate is called. In some cases, this resulted in (at least the appearance of) board members “stalling” to “run out the clock.” With that in mind, we are providing Option #2, which resolves a stalemate with a coin flip. These policies are optional and will likely be district-specific on how the Board wants to handle the election of Board officers.

**6. Policies 8151 & 8152 – Standing Committees** – In some districts, the Board President appoints committees. In other districts, the Superintendent facilitates committee assignments. To align with each district’s practices, we have provided Policy 8151 for those districts that wish to have their Board President handle committee assignments. (Districts that prefer to delegate committee assignments to the Superintendent should review their policies to ensure that their current policies align with such practice.)

### **C. OTHER CONSIDERATIONS**

**1. COVID Policy and Planning for 2021-2022.** Some districts have asked about developing a COVID-related policy or Board-approved procedures for the 2021-2022 school year, including requirements (or not) for masks, quarantining, employee leaves and absences, student attendance and remote learning, and other issues related to returning to school. Given how quickly things can change with COVID, we have not yet distributed any type of draft policy and are leery of recommending a formal board policy that may need to be continually updated and revised. Instead of a new, formal policy addressing COVID and the 2021-2022 school year, we see several other options, depending on the circumstances of each district:

- a. Extend the Superintendent Authority resolution that many schools passed last March to allow the Superintendent to make decisions on a timely basis (without needing formal board approval);
- b. Follow your typical health screening process and prevent symptomatic students from attending school. (A number of current board policies should already give the school the ability to address students who are sick, including Policies 1501 (Emergency Exclusion of Persons from School), 4012 (Infectious Diseases) and 6900 (Chronic Infectious Disease Practice and Procedure); and/or
- c. Approve a general framework at a Board meeting that will indicate the Board’s intent, without giving too many specifics to “pin down” the district if the COVID situation in the community changes unexpectedly.

There are obviously pros and cons with each approach and/or a combination of these approaches. Given that we are still three months away from the beginning of the 2021-2022 school year, we may need to revisit this topic (from a policy perspective) as we get closer to August.

**2. Employee Vaccinations** – Employee vaccinations are a “hot topic” in the employment law world. We have not heard from any Nebraska public school district who plans to require or incentivize employees to receive the COVID-19 vaccination. However, if your district would like to discuss a policy or requirement like this, please let us know and we can talk through the logistics of what that requirement would look like. Rather than issue a blanket policy for all districts, each district’s particular circumstances will (in all likelihood) need to be incorporated into a district-specific board policy or handbook provision.

**3. Purple Star Schools Program.** This year, LB 5 was signed into law. LB 5 allows for school districts to designate a staff member as a “military liaison” to identify and support military-connected students. LB 5 does not impose any requirements on schools. Rather, LB 5 is optional for each district, and each Board can determine if they would like to participate in the program or not.

**4. Open Meetings Act Update.** LB 83 updated and modernized statutory language in the Open Meetings Act. However, LB 83 did not allow public school boards to meet virtually, except in certain emergency situations. As such, public school boards need to continue meeting in-person. Each school district will need to update their Open Meetings Act poster to conform with the new Open Meetings Act language.

**5. Title IX.** On May 17th, the United States Department of Education announced that it will hold public hearings in June to “gather information for improving enforcement of Title IX of the Education Amendments of 1972.” If the federal government begins revising the recently enacted Title IX regulations, districts may need to update their Title IX policies in the middle of the school year. Until then, we will wait to see what happens.

**6. Safety Hotline.** LB 322 creates the “School Safety and Security Reporting System,” where individuals can report concerns about students to a statewide reporting system. LB 322 requires the Nebraska Department of Education to undertake certain efforts, but there is nothing in LB 322 that requires a change to board policies.

**7. Substitute Teaching.** LB 147 focused largely on transitioning the administration of the Omaha School Employees’ Retirement System to the Nebraska Public Employees Retirement Systems. LB 147 also included provisions that would generally allow a retired or terminated employee to substitute teach up to eight days per month. With that being said, LB 147 includes the following language: “Nothing in this subdivision precludes an employer from adopting a policy which limits or denies employees who have terminated employment from providing voluntary or substitute service within one hundred eighty days after termination.” We presume that most schools do not want a policy that limits the ability of terminated employees from volunteering or substitute teaching. However, if your district would like a policy to reflect this prohibition, please let us know.

**8. Student Discipline Data.** LB 154 requires the Nebraska Department of Education to implement a statewide system for tracking individual student discipline. LB 154 does not require any policy change or update, but LB 154 requires that each school “designate at least one discipline data coordinator for the purposes of gathering and reporting the discipline data required pursuant to [LB 154].” A school district can presumably designate the data coordinator without needing formal board action.

**9. Transition Services.** LB 527 changed the law regarding transition services. Under the old law, each school district was required to begin providing transition services to students with disabilities no later than the age of 16. LB 527 modified that law to provide that schools are now required to begin providing transition services to students to age 14. LB 527 does not require a policy change, but each district should ensure that their transition services will comply with LB 527.

**10. Budget Notice.** LB 528 amended 13-506, the statute governing the public hearings on proposed budgets, to require that each school district include the following statement in the notice:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: [Insert Internet address for the web site established pursuant to section 5 of this act]. In addition, each school district shall electronically publish such statement on the school district web site. Such electronic publication shall be prominently displayed with an active link to the Internet address for the web site established pursuant to section 5 of this act to allow the public access to the information.

LB 528 requires NDE to create a website to include data and information about school district finances. We will send out the Internet address once we learn the website address.

**11. Student Identification Cards.** LB 528 requires that, beginning with the 2022-2023 school year, all school districts require the telephone number for a national suicide prevention hotline, a local suicide prevention hotline, or a crisis text line is printed on each new student identification card issued to a student enrolled in a middle school grade or a high school grade. LB 528 does not require schools to begin issuing student identification cards if the school does not currently issue student identification cards. If a district issues student identification cards, then that school should ensure that identification cards next year (2022-2023) comply with the new law.

**12. Financial Literacy.** LB 452 requires that, beginning with the 2022-2023 school year, each school district “in consultation with the State Department of Education, shall include financial literacy instruction, as appropriate, in the instructional program of its elementary and middle schools and require each student to complete at least one five-credit high school course in personal finance or financial literacy prior to graduation.” In addition, on or before December 31, 2024, each school district must “provide an annual financial literacy status report to its school board, including, but not limited to, student progress in financial literacy courses and other district determined measures of financial literacy progress from the previous school year.” Since these requirements are not effective until next school year (2022-2023), we will wait to update the associated policies until next summer (2022).

**13. Seizure Safe Schools Act.** LB 639 generally requires certain training and planning for students with seizures. Most schools already comply with LB 639. However, since LB 639 is not effective until the 2022-2023 school year, we will wait to update the associated policies until next summer (2022).

**14. Property Tax Request Act.** LB 644 generally imposes new requirements on political subdivisions seeking to increase its property tax request by the allowable growth percentage. Although LB 644 does not require any policy update, school districts will need to become familiar with these new requirements over this summer. We will provide more information on LB 644 in the coming weeks.

**15. United States Supreme Court Case.** Over the next month or two, the United States Supreme Court is expected to release its opinion in *Mahanoy Area School District v. B.L.* The Supreme Court's opinion will likely address how off-campus, social media speech interacts with the First Amendment. Depending on how the Court rules, we may need to update student handbooks and extracurricular handbooks to reflect the high court's ruling.

As always, please let us know if you have any questions or concerns.

Community RelationsBulletin Boards, Display Case, and Posted Material

School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature. No information, poster or other display may be posted on any school bulletin board, display case or other areas without the prior permission of the building principal. The building principal shall have the final determination as to whether any posting is political and/or commercial in nature, and there shall be no appeal process if the principal denies a request to post or display non-school related information.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control

Date of Adoption: [Insert Date]

Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of [Name] Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

[Name] Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of [Name] Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. **Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** [Name] Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, [Name] Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

- a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual

orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

## 2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of [Name] Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Business OperationsInternal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two years;
- 3) Implement a Control System procedure;
- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.

Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;
- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

Cost Sharing or Matching: For all federal awards, any shared costs or matching funds and all contributions, including cash and third party in-kind contributions, must be accepted as part of the District's cost sharing or matching, when such contributions meet all of the following criteria:

- 1) Are verifiable from the District's records;
- 2) Are not included as contributions for any other Federal award;
- 3) Are necessary and reasonable for accomplishment of project or program objectives;
- 4) Are allowable under the applicable Cost Principles requirements;
- 5) Are not paid by the Federal Government under another Federal award, except where the federal statute authorizing a program specifically provides that Federal funds made

- available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- 6) Are provided for in the approved budget when required by the federal awarding agency; and
  - 7) Conform to other provisions of the law or terms and conditions of the federal award, as applicable.

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The

District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. §§ 200, et seq.

Date of Adoption: [Insert Date]

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The [Name] Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The [Name] Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The [Name] Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation

or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

## **2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

## **3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.

- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary,

and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to

complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each

building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

### **Notice of Nondiscrimination**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**Complaint Form  
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).  
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do \_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint):  
\_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Certification of Health Care Provider for  
Employee's Serious Health Condition  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I – EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
*First Middle Last*

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

(4) Employee's job title: \_\_\_\_\_ Job description ( is /  is not) attached.  
Employee's regular work schedule: \_\_\_\_\_  
Statement of the employee's essential job functions: \_\_\_\_\_

*(The essential functions of the employee's position are determined with reference to the position the employee held at the time the employee notified the employer of the need for leave or the leave started, whichever is earlier.)*

**SECTION II - HEALTH CARE PROVIDER**

Please provide your contact information, complete all relevant parts of this Section, and sign the form. Your patient has requested leave under the FMLA. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of the employee. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that involves *inpatient care* or *continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart on page 4.

You may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

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

Health Care Provider's name: (Print) \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

**PART A: Medical Information**

Limit your response to the medical condition(s) for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) State the approximate date the condition started or will start: \_\_\_\_\_ (mm/dd/yyyy)

(2) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(3) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

**Inpatient Care:** The patient ( has been /  is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient ( has been /  is expected to be) incapacitated for *more than* three consecutive, full calendar days from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_

The condition ( has /  has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

**Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).

**Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

**Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

**Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

**None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

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

- (4) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) \_\_\_\_\_

**PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as “lifetime,” “unknown,” or “indeterminate” may not be sufficient to determine FMLA coverage.

- (5) Due to the condition, the patient ( had /  will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

- (6) Due to the condition, the patient ( was /  will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery (e.g. 3 days/week) \_\_\_\_\_

- (7) Due to the condition, it is medically necessary for the employee to work a **reduced schedule**.

Provide your **best estimate** of the reduced schedule the employee is able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy) the employee is able to work: (e.g., 5 hours/day, up to 25 hours a week)

- (8) Due to the condition, the patient ( was /  will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the period of incapacity.

- (9) Due to the condition, it ( was /  is /  will be) medically necessary for the employee to be absent from work on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

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

**PART C: Essential Job Functions**

If provided, the information in Section I question #4 may be used to answer this question. If the employer fails to provide a statement of the employee’s essential functions or a job description, answer these questions based upon the employee’s own description of the essential job functions. An employee who must be absent from work to receive medical treatment(s), such as scheduled medical visits, for a serious health condition is considered to be *not able* to perform the essential job functions of the position during the absence for treatment(s).

(10) Due to the condition, the employee ( was not able /  is not able /  will not be able) to perform *one or more* of the essential job function(s). Identify at least one essential job function the employee is not able to perform:

\_\_\_\_\_  
\_\_\_\_\_

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)
<b>Inpatient Care</b>
<ul style="list-style-type: none"><li>• An overnight stay in a hospital, hospice, or residential medical care facility.</li><li>• Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.</li></ul>
<b>Continuing Treatment by a Health Care Provider (any one or more of the following)</b>
<p><b><u>Incapacity Plus Treatment:</u></b> A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:</p> <ul style="list-style-type: none"><li>○ Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,</li><li>○ At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.</li></ul>
<p><b><u>Pregnancy:</u></b> Any period of incapacity due to pregnancy or for prenatal care.</p>
<p><b><u>Chronic Conditions:</u></b> Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.</p>
<p><b><u>Permanent or Long-term Conditions:</u></b> A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer’s disease or the terminal stages of cancer.</p>
<p><b><u>Conditions Requiring Multiple Treatments:</u></b> Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.</p>

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

**Certification of Health Care Provider for  
Family Member's Serious Health Condition  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA leave to care for a family member with a serious health condition to submit a medical certification issued by the family member's health care provider. 29 U.S.C. §§ 2613, 2614(c)(3); 29 C.F.R. § 825.305. The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient medical certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, this form asks the health care provider for the information necessary for a complete and sufficient medical certification, which is set out at 29 C.F.R. § 825.306. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308.** Additionally, you **may not** request a certification for FMLA leave to bond with a healthy newborn child or a child placed for adoption or foster care.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

(1) Employee name: \_\_\_\_\_  
*First Middle Last*

(2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*

(3) The medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE**

Please complete and sign Section II before providing this form to your family member or your family member's health care provider. The FMLA allows an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to the serious health condition of your family member. If requested by your employer, your response is required to obtain or retain the benefit of the FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). **You are responsible for making sure the medical certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. §§ 825.305-825.306. Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA leave request. 29 C.F.R. § 825.313.

(1) Name of the family member for whom you will provide care: \_\_\_\_\_

(2) Select the relationship of the family member to you. The family member is your:  
 Spouse                       Parent                       Child, under age 18  
 Child, age 18 or older and incapable of self-care because of a mental or physical disability

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

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

(3) Briefly describe the care you will provide to your family member: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs  Transportation  
 Physical Care  Psychological Comfort  Other: \_\_\_\_\_

(4) Give your **best estimate** of the amount of leave needed to provide the care described: \_\_\_\_\_  
\_\_\_\_\_

(5) If a **reduced work schedule** is necessary to provide the care described, give your **best estimate** of the reduced schedule you are able to work. From \_\_\_\_\_ *(mm/dd/yyyy)* to \_\_\_\_\_ *(mm/dd/yyyy)*, I am able to work  
\_\_\_\_\_ *(hours per day)* \_\_\_\_\_ *(days per week)*.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_ *(mm/dd/yyyy)*

### SECTION III - HEALTH CARE PROVIDER

Please provide your contact information, complete all relevant parts of this Section, and sign the form below. A family member of your patient has requested leave under the FMLA to care for your patient. The FMLA allows an employer to require that the employee submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a family member with a serious health condition. For FMLA purposes, a "serious health condition" means an illness, injury, impairment, or physical or mental condition that *involves inpatient care or continuing treatment by a health care provider*. For more information about the definitions of a serious health condition under the FMLA, see the chart at the end of the form.

You also may, but are **not required** to, provide other appropriate medical facts including symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment. Please note that some state or local laws may not allow disclosure of private medical information about the patient's serious health condition, such as providing the diagnosis and/or course of treatment.

Health Care Provider's name: *(Print)* \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

#### **PART A: Medical Information**

Limit your response to the medical condition for which the employee is seeking FMLA leave. Your answers should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. **After completing Part A, complete Part B to provide information about the amount of leave needed.** Note: For FMLA purposes, "incapacity" means the inability to work, attend school, or perform regular daily activities due to the condition, treatment of the condition, or recovery from the condition. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b).

(1) Patient's Name: \_\_\_\_\_

(2) State the approximate date the condition started or will start: \_\_\_\_\_ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition lasted or will last: \_\_\_\_\_

(4) For FMLA to apply, care of the patient must be medically necessary. Briefly describe the type of care needed by the patient *(e.g., assistance with basic medical, hygienic, nutritional, safety, transportation needs, physical care, or psychological comfort)*.  
\_\_\_\_\_  
\_\_\_\_\_

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

(5) Check the box(es) for the questions below, as applicable. For all box(es) checked, the amount of leave needed must be provided in Part B.

**Inpatient Care:** The patient ( has been /  is expected to be) admitted for an overnight stay in a hospital, hospice, or residential medical care facility on the following date(s): \_\_\_\_\_

**Incapacity plus Treatment:** (e.g. outpatient surgery, strep throat)

Due to the condition, the patient ( has been /  is expected to be) incapacitated for *more than three* consecutive, full calendar days from \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy).

The patient ( was /  will be) seen on the following date(s): \_\_\_\_\_

The condition ( has /  has not) also resulted in a course of continuing treatment under the supervision of a health care provider (e.g. prescription medication (other than over-the-counter) or therapy requiring special equipment)

**Pregnancy:** The condition is pregnancy. List the expected delivery date: \_\_\_\_\_ (mm/dd/yyyy).

**Chronic Conditions:** (e.g. asthma, migraine headaches) Due to the condition, it is medically necessary for the patient to have treatment visits at least twice per year.

**Permanent or Long Term Conditions:** (e.g. Alzheimer's, terminal stages of cancer) Due to the condition, incapacity is permanent or long term and requires the continuing supervision of a health care provider (even if active treatment is not being provided).

**Conditions requiring Multiple Treatments:** (e.g. chemotherapy treatments, restorative surgery) Due to the condition, it is medically necessary for the patient to receive multiple treatments.

**None of the above:** If none of the above condition(s) were checked, (i.e., inpatient care, pregnancy) no additional information is needed. Go to page 4 to sign and date the form.

(6) If needed, briefly describe other appropriate medical facts related to the condition(s) for which the employee seeks FMLA leave. (e.g., use of nebulizer, dialysis) \_\_\_\_\_

### **PART B: Amount of Leave Needed**

For the medical condition(s) checked in Part A, complete all that apply. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine if the benefits and protections of the FMLA apply.

(7) Due to the condition, the patient ( had /  will have) **planned medical treatment(s)** (scheduled medical visits) (e.g. psychotherapy, prenatal appointments) on the following date(s): \_\_\_\_\_

(8) Due to the condition, the patient ( was /  will be) **referred to other health care provider(s)** for evaluation or treatment(s).

State the nature of such treatments: (e.g. cardiologist, physical therapy) \_\_\_\_\_

Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the treatment(s).

Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ (e.g. 3 days/week)

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

- (9) Due to the condition, the patient ( was /  will be) **incapacitated for a continuous period of time**, including any time for treatment(s) and/or recovery.

Provide your **best estimate** of the beginning date: \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for the period of incapacity.

- (10) Due to the condition it, ( was /  is /  will be) medically necessary for the employee to be absent from work to provide care for the patient on an **intermittent basis** (periodically), including for any episodes of incapacity i.e., episodic flare-ups. Provide your **best estimate** of how often (frequency) and how long (duration) the episodes of incapacity will likely last.

Over the next 6 months, episodes of incapacity are estimated to occur \_\_\_\_\_ times per ( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

Signature of Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

**Definitions of a Serious Health Condition (See 29 C.F.R. §§ 825.113-.115)**

**Inpatient Care**

- An overnight stay in a hospital, hospice, or residential medical care facility.
- Inpatient care includes any period of incapacity or any subsequent treatment in connection with the overnight stay.

**Continuing Treatment by a Health Care Provider (any one or more of the following)**

**Incapacity Plus Treatment:** A period of incapacity of more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same condition, that also involves either:

- Two or more in-person visits to a health care provider for treatment within 30 days of the first day of incapacity unless extenuating circumstances exist. The first visit must be within seven days of the first day of incapacity; or,
- At least one in-person visit to a health care provider for treatment within seven days of the first day of incapacity, which results in a regimen of continuing treatment under the supervision of the health care provider. For example, the health provider might prescribe a course of prescription medication or therapy requiring special equipment.

**Pregnancy:** Any period of incapacity due to pregnancy or for prenatal care.

**Chronic Conditions:** Any period of incapacity due to or treatment for a chronic serious health condition, such as diabetes, asthma, migraine headaches. A chronic serious health condition is one which requires visits to a health care provider (or nurse supervised by the provider) at least twice a year and recurs over an extended period of time. A chronic condition may cause episodic rather than a continuing period of incapacity.

**Permanent or Long-term Conditions:** A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective, but which requires the continuing supervision of a health care provider, such as Alzheimer's disease or the terminal stages of cancer.

**Conditions Requiring Multiple Treatments:** Restorative surgery after an accident or other injury; or, a condition that would likely result in a period of incapacity of more than three consecutive, full calendar days if the patient did not receive the treatment.

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN TO THE PATIENT.**

**Certification for Military Family Leave for  
Qualifying Exigency  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage and Hour Division**



**DO NOT SEND FORM TO THE DEPARTMENT OF LABOR.  
RETURN THE COMPLETED FORM TO THE EMPLOYER.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave for a qualifying exigency while the employee's spouse, child, or parent (the military member) is on covered active duty or has been notified of an impending call or order to covered active duty. The FMLA allows an employer to require an employee seeking FMLA leave due to a qualifying exigency to submit a certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. 29 C.F.R. § 825.305(b). If the employee fails to provide complete and sufficient certification, the employee's FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at http://www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the employee for the information necessary for a complete and sufficient qualifying exigency certification, which is set out at 29 C.F.R. § 825.309. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.309.**

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by \_\_\_\_\_ (mm/dd/yyyy).  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE**

Please complete all Parts of Section II and sign the form before returning it to your employer. The FMLA allows an employer to require that you submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a qualifying exigency. If requested by your employer, your response is required to obtain the benefits and protections of the FMLA. 29 C.F.R. § 825.309. Failure to provide a complete and sufficient certification may result in a denial of your FMLA leave request. A complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes written documentation confirming a military member's covered active duty or call to covered active duty status. **You are responsible for making sure the certification is provided to your employer within the time frame requested, which must be at least 15 calendar days.** 29 C.F.R. § 825.313.

- (1) Provide the name of the military member on covered active duty or call to covered active duty status:  
\_\_\_\_\_  
*First Middle Last*
- (2) Select your relationship of the military member. The military member is your:  
 Spouse     Parent     Child, of any age

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave for a qualifying exigency related a military member who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave for a qualifying exigency related a military member for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

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

**PART A: COVERED ACTIVE DUTY STATUS**

Covered active duty or call to covered active duty in the case of a member of the Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country. Covered active duty or call to covered active duty in the case of a member of the Reserve components means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to: Section 688 of Title 10 of the United States Code; Section 12301(a) of Title 10 of the United States Code; Section 12302 of Title 10 of the United States Code; Section 12304 of Title 10 of the United States Code; Section 12305 of Title 10 of the United States Code; Section 12406 of Title 10 of the United States Code; chapter 15 of Title 10 of the United States Code; or, any other provision of law during a war or during a national emergency declared by the President or Congress so long as it is in support of a contingency operation. 10 U.S.C. § 101(a)(13)(B).

An employer may require the employee to provide a copy of the military member's active duty orders or other documentation issued by the military which indicates that the military member is on covered active duty or call to covered active duty status, and the dates of the military member's covered active duty service. **This information need only be provided to the employer once, unless additional leave is needed for a different military member or different deployment.**

- (3) Provide the dates of the military member's covered active duty service: \_\_\_\_\_
- (4) Please check one of the following and attach the indicated written document to support that the military member is on covered active duty or call to covered active duty status:
  - A copy of the military member's covered active duty orders
  - Other documentation from the military indicating that the military member is on covered active duty or has been notified of an impending call to covered active duty, such as official military correspondence from the military member's chain of command
  - I have previously provided my employer with sufficient written documentation confirming the military member's covered active duty or call to covered active duty status

**PART B: APPROPRIATE FACTS**

Under the FMLA, leave can be taken for a number of qualifying exigencies. 29 C.F.R. § 825.126(b). Complete and sufficient certification to support a request for FMLA leave due to a qualifying exigency includes available written documentation which supports the need for leave such as a copy of a meeting announcement for informational briefings sponsored by the military, a document confirming the military member's Rest and Recuperation leave, or other documentation issued by the military which indicates that the military member has been granted Rest and Recuperation leave, or a document confirming an appointment with a third party (e.g., a counselor or school official, or staff at a care facility, a copy of a bill for services for the handling of legal or financial affairs). Please provide appropriate facts related to the particular qualifying exigency to support the FMLA leave request, including information on the type of qualifying exigency and any available written documentation of the exigency event.

- (5) Select the appropriate **Qualifying Exigency Category** and, if needed, provide additional information related to the event:
  - Short notice deployment (*i.e.*, deployment within seven or fewer days of notice)
  - Military events and related activities (*e.g.*, *official ceremonies or events, or family support and assistance programs*):  
\_\_\_\_\_
  - Childcare related activities for the child of the military member (*e.g.*, *arranging for alternative childcare*):  
\_\_\_\_\_

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

- Care for the military member's parent (*e.g., admitting or transferring the parent to a new care facility*):  
\_\_\_\_\_
  - Financial and legal arrangements related to the deployment (*e.g., obtaining military identification cards*)
  - Counseling related to the deployment (*i.e., counseling provided by someone other than a health care provider*)
  - Military member's short-term, temporary Rest and Recuperation leave (R&R) (leave for this reason is limited to 15 calendar days for each instance of R&R)
  - Post deployment activities (*e.g., arrival ceremonies, or reintegration briefings and events*): \_\_\_\_\_
  - Any other event that the employee and employer agree is a qualifying exigency: \_\_\_\_\_
- (6) **Available written documentation** supporting this request for leave is ( attached /  not attached /  not available).

**PART C: AMOUNT OF LEAVE NEEDED**

**Provide information concerning the amount of leave that will be needed.** Several questions in this section seek a response as to the frequency or duration of the qualifying exigency leave needed. Be as specific as you can; terms such as "unknown" or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) List the approximate date exigency started or will start: \_\_\_\_\_ (mm/dd/yyyy)
- (8) Provide your best estimate of how long the exigency lasted or will last:  
From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)
- (9) Due to a qualifying exigency, I need to work a **reduced schedule**. Provide your **best estimate** of the reduced schedule you are able to work:  
From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)  
I am able to work \_\_\_\_\_  
(*e.g., 5 hours/day, up to 25 hours a week*)
- (10) Due to a qualifying exigency, I will need to be absent from work for a **continuous period of time**. Provide your **best estimate** of the beginning and ending dates for the period of absence:  
From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

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

(11) Due to a qualifying exigency, I will need to be absent from work on an **intermittent basis** (periodically).

Provide your **best estimate** of the frequency (how often) and duration (how long) of each appointment, meeting, or leave event, including any travel time.

Over the next 6 months, absences on an **intermittent basis** are estimated to occur: \_\_\_\_\_ times per  
(  day /  week /  month ) and are likely to last approximately \_\_\_\_\_ (  hours /  days ) per episode.

(12) My leave is due to a qualifying exigency that involves **Rest and Recuperation leave** (R & R) of the military member (leave for this reason is limited to 15 calendar days for each instance of R & R leave).

List the dates of the military member's R & R leave:

From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy)

**PART D: THIRD PARTY INFORMATION**

If applicable, please provide information below that may be used by your employer to verify meetings or appointments with a third party related to the qualifying exigency. Examples of meetings with third parties include: arranging for childcare or parental care, to attend non-medical counseling, to attend meetings with school, childcare or parental care providers, to make financial or legal arrangements, to act as the military member's representative before a federal, state, or local agency for purposes of obtaining, arranging or appealing military service benefits, or to attend any event sponsored by the military or military service organizations. This information may be used by your employer to verify that the information contained on this form is accurate.

Individual (e.g., name and title) or Entity / Organization: \_\_\_\_\_

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

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Describe purpose of meeting: \_\_\_\_\_

Employee  
Signature \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN FORM TO THE EMPLOYER.**

**Certification for Serious Injury or Illness of a  
Current Servicemember for Military Caregiver Leave  
under the Family and Medical Leave Act**

**U.S. Department of Labor  
Wage Hour Division**



**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR.  
RETURN TO THE PATIENT.**

OMB Control Number: 1235-0003  
Expires: 6/30/2023

The Family and Medical Leave Act (FMLA) provides that eligible employees may take FMLA leave to care for a covered servicemember with a serious illness or injury. The FMLA allows an employer to require an employee seeking FMLA leave for this purpose to submit a medical certification. 29 U.S.C. §§ 2613, 2614(c)(3). The employer must give the employee **at least 15 calendar days** to provide the certification. If the employee fails to provide complete and sufficient certification, his or her FMLA leave request may be denied. 29 C.F.R. § 825.313. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

**SECTION I - EMPLOYER**

Either the employee or the employer may complete Section I. While use of this form is optional, it asks the health care provider for the information necessary for a complete and sufficient medical certification. **You may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. § 825.310. Recertifications are not allowed for FMLA leave to care for a covered servicemember. Where medical certification is requested by an employer, an employee may not be held liable for administrative delays in the issuance of military documents, despite the employee's diligent, good-faith efforts to obtain such documents.** An employer requiring an employee to submit a certification for leave to care for a covered servicemember **must** accept as sufficient certification invitational travel orders (ITOs) or invitational travel authorizations (ITAs) issued to any family member to join an injured or ill servicemember at the servicemember's bedside. An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA.

Employers must generally maintain records and documents relating to medical information, medical certifications, recertifications, or medical histories of employees or employees' family members created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

- (1) Employee name: \_\_\_\_\_  
*First Middle Last*
- (2) Employer name: \_\_\_\_\_ Date: \_\_\_\_\_ (mm/dd/yyyy)  
*(List date certification requested)*
- (3) This certification must be returned by: \_\_\_\_\_ (mm/dd/yyyy)  
*(Must allow at least 15 calendar days from the date requested, unless it is not feasible despite the employee's diligent, good faith efforts.)*

**SECTION II - EMPLOYEE and/or CURRENT SERVICEMEMBER**

Please complete all Parts of Section II before having the servicemember's health care provider complete Section III. The FMLA allows an employer to require that an employee submit a timely, complete, and sufficient certification to support a request for FMLA leave due to a serious injury or illness of a covered servicemember. If requested by your employer, your response is required to obtain or retain the benefit of FMLA-protected leave.

**PART A: EMPLOYEE INFORMATION**

- (1) Name of the current servicemember for whom employee is requesting leave: \_\_\_\_\_

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

(2) Select your relationship to the current servicemember. You are the current servicemember's:

- Spouse                       Parent                       Child                       Next of Kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for a covered servicemember who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a covered servicemember for whom the employee has assumed the obligations of a parent. No biological or legal relationship is necessary. "Next of kin" is the servicemember's nearest blood relative, other than the spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative as designated in writing by the servicemember for purposes of FMLA leave, (2) blood relatives granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

**PART B: SERVICEMEMBER INFORMATION AND CARE TO BE PROVIDED TO THE SERVICEMEMBER**

(3) The servicemember ( is /  is not) a current member of the Regular Armed Forces, the National Guard or Reserves. If yes, provide the servicemember's military branch, rank and unit currently assigned to: \_\_\_\_\_

(4) The servicemember ( is /  is not) assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving medical care as outpatients, such as a medical hold or warrior transition unit. If yes, provide the name of the medical treatment facility or unit: \_\_\_\_\_

(5) The servicemember ( is /  is not) on the Temporary Disability Retired List (TDRL).

(6) Briefly describe the care you will provide to the servicemember: *(Check all that apply)*

- Assistance with basic medical, hygienic, nutritional, or safety needs  
 Psychological Comfort                       Physical Care  
 Transportation                                       Other: \_\_\_\_\_

(7) Give your **best estimate** of the amount of leave needed to provide the care described: \_\_\_\_\_

(8) If a reduced work schedule is necessary to provide the care described, give your **best estimate** of the reduced work schedule you are able to work. From \_\_\_\_\_ (mm/dd/yyyy) to \_\_\_\_\_ (mm/dd/yyyy), I am able to work: \_\_\_\_\_ (hours per day) \_\_\_\_\_ (days per week).

**SECTION III - HEALTH CARE PROVIDER**

Please provide your contact information, complete all Parts of this Section fully and completely, and sign the form below. The employee listed at Section I has requested leave under the FMLA to care for a family member who is a current member of the Regular Armed Forces, the National Guard, or the Reserves who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list for a serious injury or illness. Note: For purposes of FMLA leave, a serious injury or illness is one that was incurred in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces that may render the servicemember medically unfit to perform the duties of the servicemember's office, grade, rank, or rating. "Need for care" includes both physical and psychological care. It includes situations where, for example, due to his or her serious injury or illness, the servicemember is not able to care for his or her own basic medical, hygienic, or nutritional needs or safety, or needs transportation to the doctor. It also includes providing psychological comfort and reassurance which would be beneficial to the servicemember who is receiving inpatient or home

**Employee Name:** \_\_\_\_\_

care. A complete and sufficient certification to support a request for FMLA leave due to a current servicemember's serious injury or illness includes written documentation confirming that the servicemember's injury or illness was incurred in the line of duty on active duty or if not, that the current servicemember's injury or illness existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that the current servicemember is undergoing treatment for such injury or illness by a health care provider listed above.

**PART A: HEALTH CARE PROVIDER INFORMATION**

Health Care Provider's Name: *(Print)* \_\_\_\_\_

Health Care Provider's business address: \_\_\_\_\_

Type of practice/Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ E-mail: \_\_\_\_\_

Please select the type of FMLA health care provider you are:

- DOD health care provider
- VA health care provider
- DOD TRICARE network authorized private health care provider
- DOD non-network TRICARE authorized private health care provider
- Health care provider as defined in 29 C.F.R. § 825.125

**PART B: MEDICAL INFORMATION**

Please provide appropriate medical information of the patient as requested below. Limit your responses to the servicemember's condition for which the employee is seeking leave. If you are unable to make some of the military-related determinations contained below, you are permitted to rely upon determinations from an authorized DOD representative, such as a DOD recovery care coordinator. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e).

(1) Patient's Name: \_\_\_\_\_

(2) List the approximate date condition started or will start: \_\_\_\_\_ *(mm/dd/yyyy)*

(3) Provide your **best estimate** of how long the condition will last: \_\_\_\_\_

(4) The servicemember's injury or illness: *(Select as appropriate)*

- Was incurred in the line of duty on active duty.
- Existed before the beginning of the servicemember's active duty and was aggravated by service in the line of duty on active duty.
- None of the above.

(5) The servicemember ( is /  is not) undergoing medical treatment, recuperation, or therapy for this condition.

If yes, briefly describe the medical treatment, recuperation or therapy: \_\_\_\_\_

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

- (6) The current servicemember's medical condition is classified as: *(Select as appropriate)*
- (VSI) Very Seriously Ill/Injured** Illness/Injury is of such a severity that life is imminently endangered. Family members are requested at bedside immediately. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
  - (SI) Seriously Ill/Injured** Illness/injury is of such severity that there is cause for immediate concern, but there is no imminent danger to life. Family members are requested at bedside. *Please note this is an internal DOD casualty assistance designation used by DOD healthcare providers.*
  - OTHER Ill/Injured** A serious injury or illness that may render the servicemember medically unfit to perform the duties of the member's office, grade, rank, or rating.
  - NONE OF THE ABOVE.** *Note to Employee: If this box is checked, you may still be eligible to take leave to care for a covered family member with a "serious health condition" under 29 C.F.R. § 825.113 of the FMLA. If such leave is requested, you may be required to complete DOL FORM WH-380-F or an employer-provided form seeking the same information.*

**PART C: AMOUNT OF LEAVE NEEDED**

For the medical condition checked in Part B, complete all that apply. Some questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your **best estimate** based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage.

- (7) Due to the condition, the servicemember will need care for a **continuous period of time**, including any time for treatment and recovery. Provide your **best estimate** of the beginning date \_\_\_\_\_ (mm/dd/yyyy) and end date \_\_\_\_\_ (mm/dd/yyyy) for this period of time.
- (8) Due to the condition, it is medically necessary for the servicemember to attend **planned medical treatment** appointments (scheduled medical visits). Provide your **best estimate** of the duration of the treatment(s), including any period(s) of recovery \_\_\_\_\_ (e.g. 3 days/week)
- (9) Due to the condition, it is medically necessary for the servicemember to receive care on an **intermittent basis** (periodically), such as the care needed because of episodic flare-ups of the condition or assisting with the servicemember's recovery. Provide your **best estimate** of how often (frequency) and how long (the duration) the intermittent episodes will likely last.

Over the next 6 months, intermittent care is estimated to occur \_\_\_\_\_ times per  
( day /  week /  month) and are likely to last approximately \_\_\_\_\_ (  hours /  days) per episode.

Signature of  
Health Care Provider \_\_\_\_\_ Date \_\_\_\_\_ (mm/dd/yyyy)

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years, in accordance with 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 15 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. RETURN IT TO THE PATIENT.**

**DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2023

In general, to be eligible to take leave under the Family and Medical Leave Act (FMLA), an employee must have worked for an employer for at least 12 months, meet the hours of service requirement in the 12 months preceding the leave, and work at a site with at least 50 employees within 75 miles. While use of this form is optional, a fully completed Form WH-381 provides employees with the information required by 29 C.F.R. §§ 825.300(b), (c) which must be provided within five business days of the employee notifying the employer of the need for FMLA leave. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy), we learned that you need leave (beginning on) \_\_\_\_\_ (mm/dd/yyyy)  
for one of the following reasons: (Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- You are needed to care for your family member due to a serious health condition. Your family member is your:
  - Spouse
  - Parent
  - Child under age 18
  - Child 18 years or older and incapable of self-care because of a mental or physical disability
- A qualifying exigency arising out of the fact that your family member is on covered active duty or has been notified of an impending call or order to covered active duty status. Your family member on covered active duty is your:
  - Spouse
  - Parent
  - Child of any age
- You are needed to care for your family member who is a covered servicemember with a serious injury or illness. You are the servicemember's:
  - Spouse
  - Parent
  - Child
  - Next of kin

Spouse means a husband or wife as defined or recognized in the state where the individual was married, including in a common law marriage or same-sex marriage. The terms "child" and "parent" include *in loco parentis* relationships in which a person assumes the obligations of a parent to a child. An employee may take FMLA leave to care for an individual who assumed the obligations of a parent to the employee when the employee was a child. An employee may also take FMLA leave to care for a child for whom the employee has assumed the obligations of a parent. No legal or biological relationship is necessary.

## SECTION I – NOTICE OF ELIGIBILITY

**This Notice is to inform you that you are:**

- Eligible** for FMLA leave. (See Section II for any Additional Information Needed and Section III for information on your Rights and Responsibilities.)
- Not eligible** for FMLA leave because: (Only one reason need be checked)
  - You have not met the FMLA's 12-month length of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(months)
  - You have not met the FMLA's 1,250 hours of service requirement. As of the first date of requested leave, you will have worked approximately: \_\_\_\_\_ towards this requirement.  
(hours of service)

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

- You are an airline flight crew employee and you have not met the special hours of service eligibility requirements for airline flight crew employees as of the first date of requested leave (i.e., worked or been paid for at least 60% of your applicable monthly guarantee, and worked or been paid for at least 504 duty hours.)
- You do not work at and/or report to a site with 50 or more employees within 75-miles as of the date of your request.

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

## SECTION II – ADDITIONAL INFORMATION NEEDED

As explained in Section I, you meet the eligibility requirements for taking FMLA leave. Please review the information below to determine if additional information is needed in order for us to determine whether your absence qualifies as FMLA leave. Once we obtain any additional information specified below we will inform you, **within 5 business days**, whether your leave will be designated as FMLA leave and count towards the FMLA leave you have available. **If complete and sufficient information is not provided in a timely manner, your leave may be denied.**

(Select as appropriate)

- No additional information requested. If no additional information requested, go to Section III.
- We request that the leave be supported by a certification, as identified below.
  - Health Care Provider for the Employee
  - Health Care Provider for the Employee's Family Member
  - Qualifying Exigency
  - Serious Illness or Injury (Military Caregiver Leave)

Selected certification form is  attached /  not attached.

If requested, medical certification must be returned by \_\_\_\_\_ (mm/dd/yyyy) (Must allow at least 15 calendar days from the date the employer requested the employee to provide certification, unless it is not feasible despite the employee's diligent, good faith efforts.)

- We request that you provide reasonable documentation or a statement to establish the relationship between you and your family member, including *in loco parentis* relationships (as explained on page one). The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy). You may choose to provide a simple statement of the relationship or provide documentation such as a child's birth certificate, a court document, or documents regarding foster care or adoption-related activities. Official documents submitted for this purpose will be returned to you after examination.

- Other information needed (e.g. documentation for military family leave): \_\_\_\_\_  
The information requested must be returned to us by \_\_\_\_\_ (mm/dd/yyyy).

If you have any questions, please contact: \_\_\_\_\_ (Name of employer representative)  
at \_\_\_\_\_ (Contact information).

## SECTION III – NOTICE OF RIGHTS AND RESPONSIBILITIES

### **Part A: FMLA Leave Entitlement**

You have a right under the FMLA to take unpaid, job-protected FMLA leave in a 12-month period for certain family and medical reasons, including up to **12 weeks** of unpaid leave in a 12-month period for the birth of a child or placement of a child for adoption or foster care, for leave related to your own or a family member's serious health condition, or for certain qualifying exigencies related to the deployment of a military member to covered active duty. You also have a right

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

under the FMLA to take up to **26 weeks** of unpaid, job-protected FMLA leave in a single 12-month period to care for a covered servicemember with a serious injury or illness (*Military Caregiver Leave*).

The 12-month period for FMLA leave is calculated as: (*Select as appropriate*)

- The calendar year (January 1<sup>st</sup> - December 31<sup>st</sup>)
- A fixed leave year based on \_\_\_\_\_  
(*e.g., a fiscal year beginning on July 1 and ending on June 30*)
- The 12-month period measured forward from the date of your first FMLA leave usage.
- A “rolling” 12-month period measured backward from the date of any FMLA leave usage. (*Each time an employee takes FMLA leave, the remaining leave is the balance of the 12 weeks not used during the 12 months immediately before the FMLA leave is to start.*)

If applicable, the single 12-month period for *Military Caregiver Leave* started on \_\_\_\_\_ (*mm/dd/yyyy*).

**You** ( *are* /  *are not*) **considered a key employee** as defined under the FMLA. Your FMLA leave cannot be denied for this reason; however, we may not restore you to employment following FMLA leave if such restoration will cause substantial and grievous economic injury to us.

We ( *have* /  *have not*) determined that restoring you to employment at the conclusion of FMLA leave will cause substantial and grievous economic harm to us. Additional information will be provided separately concerning your status as key employee and restoration.

**Part B: Substitution of Paid Leave – When Paid Leave is Used at the Same Time as FMLA Leave**

You have a right under the FMLA to request that your accrued paid leave be substituted for your FMLA leave. This means that you can request that your accrued paid leave run concurrently with some or all of your unpaid FMLA leave, provided you meet any applicable requirements of our leave policy. Concurrent leave use means the absence will count against both the designated paid leave and unpaid FMLA leave at the same time. If you do not meet the requirements for taking paid leave, you remain entitled to take available unpaid FMLA leave in the applicable 12-month period. Even if you do not request it, the FMLA allows us to require you to use your available sick, vacation, or other paid leave during your FMLA absence.

(*Check all that apply*)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- You have requested to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (*e.g., sick, vacation, PTO*) during your FMLA leave. Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** (*e.g., short- or long-term disability, workers’ compensation, state medical leave law, etc.*) \_\_\_\_\_  
Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

The applicable conditions for use of paid leave include: \_\_\_\_\_.

For more information about conditions applicable to sick/vacation/other paid leave usage please refer to \_\_\_\_\_  
\_\_\_\_\_ available at: \_\_\_\_\_.

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

**Part C: Maintain Health Benefits**

Your health benefits must be maintained during any period of FMLA leave under the same conditions as if you continued to work. During any paid portion of FMLA leave, your share of any premiums will be paid by the method normally used during any paid leave. During any unpaid portion of FMLA leave, you must continue to make any normal contributions to the cost of the health insurance premiums. To make arrangements to continue to make your share of the premium payments on your health insurance while you are on any unpaid FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

You have a minimum grace period of ( 30-days or  \_\_\_\_\_ *indicate longer period, if applicable*) in which to make premium payments. If payment is not made timely, your group health insurance may be cancelled, provided we notify you in writing at least 15 days before the date that your health coverage will lapse, or, at our option, we may pay your share of the premiums during FMLA leave, and recover these payments from you upon your return to work.

You may be required to reimburse us for our share of health insurance premiums paid on your behalf during your FMLA leave if you do not return to work following **unpaid** FMLA leave for a reason other than: the continuation, recurrence, or onset of your or your family member's serious health condition which would entitle you to FMLA leave; or the continuation, recurrence, or onset of a covered servicemember's serious injury or illness which would entitle you to FMLA leave; or other circumstances beyond your control.

**Part D: Other Employee Benefits**

Upon your return from FMLA leave, your other employee benefits, such as pensions or life insurance, must be resumed in the same manner and at the same levels as provided when your FMLA leave began. To make arrangements to continue your employee benefits while you are on FMLA leave, contact \_\_\_\_\_ at \_\_\_\_\_.

**Part E: Return-to-Work Requirements**

You must be reinstated to the same or an equivalent job with the same pay, benefits, and terms and conditions of employment on your return from FMLA-protected leave. An equivalent position is one that is virtually identical to your former position in terms of pay, benefits, and working conditions. At the end of your FMLA leave, all benefits must also be resumed in the same manner and at the same level provided when the leave began. You do not have return-to-work rights under the FMLA if you need leave beyond the amount of FMLA leave you have available to use.

**Part F: Other Requirements While on FMLA Leave**

While on leave you ( will be /  will not be) required to furnish us with periodic reports of your status and intent to return to work every \_\_\_\_\_.

*(Indicate interval of periodic reports, as appropriate for the FMLA leave situation).*

**If the circumstances of your leave change and you are able to return to work earlier than expected, you will be required to notify us at least two workdays prior to the date you intend to report for work.**

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**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

It is mandatory for employers to provide employees with notice of their eligibility for FMLA protection and their rights and responsibilities. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(b), (c). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

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**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

**DO NOT SEND TO THE DEPARTMENT OF LABOR.  
PROVIDE TO EMPLOYEE.**

OMB Control Number: 1235-0003

Expires: 6/30/2023

Leave covered under the Family and Medical Leave Act (FMLA) must be designated as FMLA-protected and the employer must inform the employee of the amount of leave that will be counted against the employee's FMLA leave entitlement. In order to determine whether leave is covered under the FMLA, the employer may request that the leave be supported by a certification. If the certification is incomplete or insufficient, the employer must state in writing what additional information is necessary to make the certification complete and sufficient. While use of this form is optional, a fully completed Form WH-382 provides employees with the information required by 29 C.F.R. §§ 825.300(d), 825.301, and 825.305(c), which must be provided within five business days of the employer having enough information to determine whether the leave is for an FMLA-qualifying reason. Information about the FMLA may be found [on the WHD website at www.dol.gov/agencies/whd/fmla](http://www.dol.gov/agencies/whd/fmla).

## SECTION I - EMPLOYER

The employer is responsible in **all** circumstances for designating leave as FMLA-qualifying and giving notice to the employee. Once an eligible employee communicates a need to take leave for an FMLA-qualifying reason, an employer may not delay designating such leave as FMLA leave, and neither the employee nor the employer may decline FMLA protection for that leave.

Date: \_\_\_\_\_ (mm/dd/yyyy)

From: \_\_\_\_\_ (Employer) To: \_\_\_\_\_ (Employee)

On \_\_\_\_\_ (mm/dd/yyyy) we received your most recent information to support your need for leave due to:  
(Select as appropriate)

- The birth of a child, or placement of a child with you for adoption or foster care, and to bond with the newborn or newly-placed child
- Your own serious health condition
- The serious health condition of your spouse, child, or parent
- A qualifying exigency arising out of the fact that your spouse, child, or parent is on covered active duty or has been notified of an impending call or order to covered active duty with the Armed Forces
- A serious injury or illness of a covered servicemember where you are the servicemember's spouse, child, parent, or next of kin (Military Caregiver Leave)

**We have reviewed information related to your need for leave under the FMLA along with any supporting documentation provided and decided that your FMLA leave request is:** (Select as appropriate)

- Approved.** All leave taken for this reason will be designated as FMLA leave. Go to Section III for more information.
- Not Approved:** (Select as appropriate)
  - The FMLA does not apply to your leave request.
  - As of the date the leave is to start, you do not have any FMLA leave available to use.
  - Other \_\_\_\_\_
- Additional information** is needed to determine if your leave request qualifies as FMLA leave. (Go to Section II for the specific information needed. If your FMLA leave request is approved and no additional information is needed, go to Section III.)

## SECTION II – ADDITIONAL INFORMATION NEEDED

We need additional information to determine whether your leave request qualifies under the FMLA. Once we obtain the additional information requested, we will inform you **within 5 business days** if your leave will or will not be designated as FMLA leave and count towards the amount of FMLA leave you have available. **Failure to provide the additional information as requested may result in a denial of your FMLA leave request.**

If you have any questions, please contact: \_\_\_\_\_ at \_\_\_\_\_  
(Name of employer FMLA representative) (Contact information)

### Incomplete or Insufficient Certification

The certification you have provided is incomplete and/or insufficient to determine whether the FMLA applies to your leave request.  
(Select as applicable)

- The certification provided is incomplete and we are unable to determine whether the FMLA applies to your leave request. "Incomplete" means one or more of the applicable entries on the certification have not been completed.

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

- The certification provided is insufficient to determine whether the FMLA applies to your leave request. “Insufficient” means the information provided is vague, unclear, ambiguous or non-responsive.

Specify the information needed to make the certification complete and/or sufficient: \_\_\_\_\_

You must provide the requested information no later than (provide at least 7 calendar days) \_\_\_\_\_ (mm/dd/yyyy), unless it is not practicable under the particular circumstances despite your diligent good faith efforts, or your leave may be denied.

### Second and Third Opinions

- We request that you obtain a ( second /  third opinion) medical certification at our expense, and we will provide further details at a later time. Note: The employee or the employee’s family member may be requested to authorize the health care provider to release information pertaining only to the serious health condition at issue.

## SECTION III – FMLA LEAVE APPROVED

As explained in Section I, your FMLA leave request is approved. All leave taken for this reason will be designated as FMLA leave and will count against the amount of FMLA leave you have available to use in the applicable 12-month period. The FMLA requires that you notify us as soon as practicable if the dates of scheduled leave change, are extended, or were initially unknown. Based on the information you have provided to date, we are providing the following information about the amount of time that will be counted against the total **amount of FMLA leave** you have available to use in the applicable 12-month period: (Select as appropriate)

- Provided there is no change from your **anticipated FMLA leave schedule**, the following number of hours, days, or weeks will be counted against your leave entitlement: \_\_\_\_\_.
- Because the leave you will need will be **unscheduled**, it is not possible to provide the hours, days, or weeks that will be counted against your FMLA entitlement at this time. You have the right to request this information once in a 30-day period (if leave was taken in the 30-day period).

Please be advised: (check all that apply)

- Some or all of your FMLA leave will not be paid.** Any unpaid FMLA leave taken will be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Based on your request, some or all of your available paid leave** (e.g., sick, vacation, PTO) **will be used during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- We are requiring you to use some or all of your available paid leave** (e.g., sick, vacation, PTO) **during your FMLA leave.** Any paid leave taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.
- Other:** \_\_\_\_\_  
(e.g., Short- or long-term disability, workers’ compensation, state medical leave law, etc.) Any time taken for this reason will also be designated as FMLA leave and counted against the amount of FMLA leave you have available to use in the applicable 12-month period.

**Return-to-work requirements.** To be restored to work after taking FMLA leave, you ( will be /  will not be) required to provide a certification from your health care provider (fitness-for-duty certification) that you are able to resume work. This request for a fitness-for-duty certification is *only* with regard to the particular serious health condition that caused your need for FMLA leave. **If such certification is not timely received, your return to work may be delayed until the certification is provided.**

A list of the essential functions of your position ( is /  is not) attached. If attached, the fitness-for-duty certification must address your ability to perform the essential job functions.

### PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT

It is mandatory for employers to inform employees in writing whether leave requested under the FMLA has been determined to be covered under the FMLA. 29 U.S.C. § 2617; 29 C.F.R. § 825.300(d), (e). It is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 10 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

**DO NOT SEND THE COMPLETED FORM TO THE DEPARTMENT OF LABOR. EMPLOYEE INFORMATION.**

**RELEASE FORM**  
*(For Child Age 6 to Not Attend School)*

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child has or will reach the age of six prior to January 1 of the current school year, but will not reach age seven prior to January 1 of the current school year.

I elect to not enroll the Child in an accredited school this school year and hereby affirm (check or initial appropriate exception for attendance):

\_\_\_\_\_ the Child is participating in an education program that the parent or guardian believes will prepare the child to enter grade one for the following school year; or

\_\_\_\_\_ the parent or guardian intends for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements and the parent or guardian intends to provide the Commissioner of Education with a statement pursuant to section 79-1601(3) on or before the child's seventh birthday.

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

\_\_\_\_\_  
Parent or Guardian

**Disenroll to Attend Homeschool**

I am the parent or guardian of \_\_\_\_\_ (Child's name).

I elect to disenroll the Child from an accredited school this school year and hereby affirm \_that I intend for the Child to participate in a school which has elected or will elect pursuant to law not to meet accreditation or approval requirements (a homeschool) and will provide the Commissioner of Education with a statement confirming such homeschool status.

\_\_\_\_\_  
Parent or Guardian

\_\_\_\_\_  
Date



### NEBRASKA WITHDRAWAL FROM MANDATORY ATTENDANCE FORM

\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ submitted a written request to  
 Requester's Name Address City  
 \_\_\_\_\_, \_\_\_\_\_, alleging that he/she was a  
 District Name District Code  
 person with legal or actual charge or control of \_\_\_\_\_, with the child's  
 Child's First Name Child's Middle Name Child's Last Name  
 date of birth being \_\_\_\_/\_\_\_\_/\_\_\_\_, and having a NDE Student ID \_\_\_\_\_, and that said child be withdrawn  
 Month/Day/Year ID #  
 from school under the provisions of section 79-202 of the Nebraska Reissue Revised Statutes. Said child currently  
 attends \_\_\_\_\_.  
 School of Attendance Name School of Attendance Code

An exit interview was conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the following being present:  
 Day Month Year

\_\_\_\_\_  
 First and Last Name of Person Making Written Request with Legal or Actual Control of Child

\_\_\_\_\_  
 First and Last Name of Child (May be Left Blank if Reason is Illness)

\_\_\_\_\_  
 First and Last Name of Principal or Designee if Child is Currently Enrolled in District

\_\_\_\_\_, \_\_\_\_\_,  
 First and Last Name(s) of Other Persons Present and their Relationship to the Child

\_\_\_\_\_  
 First and Last Name of Superintendent or Designee

\_\_\_\_\_ presented evidence that (a) the person has legal or actual charge or control of the  
 Name of Person Making Request  
 child and (b) the child would be withdrawing due to:

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

All known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future were presented and discussed.

I, being the person making the written request to withdraw the child, hereby affixes my signature representing that I attended said exit interview, all of the requirements having been presented and discussed, and I agree to the withdrawal of the child.

\_\_\_\_\_  
 Signature of Requester Signature of Child (May be left blank if Reason is Illness)

My signature below acknowledges that the exit interview was held, the required information was provided and discussed at the interview, and, that in my opinion, based upon the evidence presented at the exit interview, the person making the written request does in fact have legal or actual charge or control of the child, and the child is experiencing:

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

\_\_\_\_\_  
 Superintendent's or Designee's Signature Date of Signature

79-202. (1) A person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements of section 79-201 if an exit interview is conducted and the withdrawal form is signed as required by subsections (2) through (5) of this section for a child enrolled in a public, private, denominational, or parochial school or if a signed notarized release form is filed with the Commissioner of Education as required by subsection (6) of this section for a child enrolled in a school that elects pursuant to section 79-1601 not to meet accreditation or approval requirements.

(2) Upon the written request of any person who has legal or actual charge or control of a child who is at least sixteen years of age but less than eighteen years of age, the superintendent of a school district or the superintendent's designee shall conduct an exit interview if the child (a) is enrolled in a school operated by the school district or (b) resides in the school district and is enrolled in a private, denominational, or parochial school.

(3) The superintendent or the superintendent's designee shall set the time and place for the exit interview which shall be personally attended by: (a) The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable; (b) the person who has legal or actual charge or control of the child who requested the exit interview; (c) the superintendent or the superintendent's designee; (d) the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and (e) any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, but need not be limited to, other school district personnel or the child's principal or such principal's designee if the child is enrolled in a private, denominational, or parochial school.

(4) At the exit interview, the person making the written request pursuant to subsection (2) of this section shall present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either (i) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (ii) an illness of the child making attendance impossible or impracticable. The superintendent or superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

(5)(a) At the conclusion of the exit interview, the person making the written request pursuant to subsection (2) of this section may sign the withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal. (b) Any withdrawal form signed by the person making the written request pursuant to subsection (2) of this section shall be valid only if (i) the child signs the form unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable and (ii) the superintendent or superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the superintendent or the superintendent's designee, the person making the written request pursuant to subsection (2) of this section does in fact have legal or actual charge or control of the child and the child is experiencing either (A) financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child or (B) an illness making attendance impossible or impracticable.

(6) A person who has legal or actual charge or control of the child who is at least sixteen years of age but less than eighteen years of age may withdraw such a child before graduation and be exempt from the mandatory attendance requirements of section 79-201 if such child has been enrolled in a school that elects pursuant to section 79-1601 not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

(7) A child who has been withdrawn from school pursuant to this section may enroll in a school district at a later date as provided in section 79-215 or may enroll in a private, denominational, or parochial school or a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Any such enrollment shall void the withdrawal form previously entered, and the provisions of sections 79-201 to 79-210 shall apply to the child.

(8) The Commissioner of Education shall prescribe the required form for withdrawals pursuant to this section and determine and direct either that (a) withdrawal forms of school districts for any child who is withdrawn from school pursuant to this section and subdivision (3)(c) of section 79-201 shall be provided annually to the State Department of Education or (b) data regarding such students shall be collected under subsection (2) of section 79-528.

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The [Name] Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The [Name] Public School District is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals

involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision,

and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Date of Adoption: [Insert Date]

**Complaint Form  
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).  
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (\_\_\_\_) \_\_\_\_ - \_\_\_\_ ([Email Address]).

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint):  
\_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

InstructionClassroom Environment

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

Staff members may not hang posters, flags, banners or other displays in the classroom that are (1) unrelated to the curriculum and (2) may otherwise result in a disruption to the learning environment. Any staff member who is uncertain as to whether a particular display is permitted in the classroom should consult with their building principal in a proactive manner.

Date of Adoption: [Insert Date]

InstructionAssessments—Academic Content Standards

The Board of Education may vote to adopt the academic content standards recommended by the State Board of Education (“State Board”).

If the Board of Education does not affirmatively vote to adopt an academic content standard recommended by the State Board, then the Board of Education will adopt a standard equal to or excess in rigor of the standard recommended 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]

InstructionSpecial Education

[Name] 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 from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

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 and 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 publish annual notice of any significant activity that is designed to identify, locate, or evaluate children to publicly notify parents. The District will screen and evaluate all children with suspected disabilities birth through age 21, and will implement practical methods to track which children are currently receiving special education and related services. The District will provide student referrals that are accompanied by documentation of scientific, research, or evidence-based academic and/or behavioral interventions that have been implemented as designed for the appropriate period of time

to show effect or lack of effect that demonstrates the child is not making a sufficient rate of progress to meet age or state-approved, grade-level standards within a reasonable time frame. The District will provide sustained supervision to monitor the implementation of compliant practices for the Child Find Rule. The District will use supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of Child Find, paying particular attention to the communities experiencing disproportionality in the schools. All District Child Find activities 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 51-006.01 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. 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.

Legal Reference: 92 NAC 51-007

#### **6. 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, and 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: (1) develop and implement written procedures for implementation of the LRE Rules; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the LRE Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the LRE Rules; (4) use the supervision and monitoring data to identify schools and/or personnel that require technical assistance to support compliant practices in the area of least restrictive environment, paying particular attention to the disproportionate group; (5) ensure that every Individualized Education Programs (IEP) team meaningfully considers various support systems and activities that could be used to assist students with disabilities (SWD) to be educated successfully in general education classes prior to the consideration of pullout special education services; (6) ensure that special education teachers provide support to general education teachers in a variety of ways including, but not limited to, consultation, implementation of accommodations or modifications, and co-teaching; (7) ensure that a continuum of alternative placements is

available to meet the needs of children with disabilities, particularly those in the disproportionate group, for special education and related services; (8) ensure that, in determining the educational placement of a child with a disability, including a preschool child with a disability, each district ensures that the placement decision is made by a group of persons including the parents, and other persons knowledgeable about the child, the meaning of the evaluation data, and the placement options. Particular attention is paid to the disproportionate group; (9) ensure that placement discussions are based upon a completed IEP developed by the IEP team, focused on individualized student needs; and (10) ensure that the IEP teams review the students' progress at least annually to determine appropriate placement and progress towards annual goals.

Legal Reference: 92 NAC 51-008.01

#### **7. Procedural Safeguards**

Children with disabilities and their parents shall be afforded the required procedural safeguards.

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

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

The District will (1) develop and implement written procedures for disciplining students with disabilities (the "Discipline Rules"); (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Discipline Rules; (3) provide sustained supervision to monitor the implementation of compliant practices for the Discipline Rules; (4) use supervision and monitoring data, disaggregated by race/ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of discipline (including but not limited to: de-escalation techniques, functional behavior assessment, behavior intervention planning, and manifestation determination procedures); (5) ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining suspension of a child with a disability, and ensure that data shows that these considerations are equitably made by race/ethnicity; (6) notify parents on the day that the decision is made to make a removal that constitutes a change in placement of a child with a disability because of violation of a code of child conduct, and send parents copies of the procedural safeguards; (7) provide educational services for students removed fewer than 10 days to enable the student to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the Individualized Education Programs, with data showing that these services are equitably provided by race/ethnicity; (8) ensure that within 10 school days of any decision to change placement of a child with a disability because of a violation of a code of student conduct, the IEP Team will review all relevant information in the file to determine whether the conduct in question was caused by or had a direct and substantial relationship to the child's disability or the conduct was the direct result of the district's failure to implement the IEP, and that such determinations are made equitable by race/ethnicity; and (9) ensure that, if the IEP Team makes a determination that the conduct was a manifestation of the child's disability, then the IEP Team conducts a functional behavioral assessment, unless the District conducted a FBA before the behavior that resulted in the change of placement occurred, and implements a behavioral intervention plan.

Legal Reference: 92 NAC 51-016

**9. Evaluation, Identification, and Reevaluation Procedures**

Children with disabilities shall be evaluated, identified, and reevaluated in accordance with 92 NAC 51-006. The District will: (1) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule; (2) provide sustained supervision to monitor the implementation of compliant practices for the Evaluation and Reevaluation Rule; (3) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of evaluation and reevaluation, as well as the appropriate technical assistance/professional development to any schools and/or personnel identified in such data; (4) conduct a reevaluation of each child with a disability at least once every 3 years, unless the parent and the District agree that a reevaluation is unnecessary; (5) use a variety of assessment tools and strategies to gather relevant academic, functional, and developmental information about the child, including information provided by the parents, and information related to enabling the child to be involved in and progress in the general education curriculum that may assist in determining: (i) Whether the child is a child with a disability, and (ii) The content of the child's individualized education program; (6) use more than one procedure to determine whether a child has a disability and the appropriate educational program for the child; (7) use technically sound instruments to assess the relative contribution of cognitive and behavioral factors, in addition to physical or developmental factors; (8) select assessments and other evaluation materials in a manner that (i) does not discriminate on a racial or cultural basis, (ii) is provided and administered in the child's native language or other mode of communication and in the form most likely to yield accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible to so provide or administer, (iii) has been validated for the specific purpose for which they are used, and (iv) are administered by trained and knowledgeable personnel in accordance with any instructions provided by the producer of the assessments; and (9) provide high quality, sustained professional learning activities on the written procedures for appropriate District and school personnel to assist with the implementation of the Evaluation and Reevaluation Rule.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. 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 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(s) 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

**10. Confidentiality of Personally Identifiable Information**

The confidentiality of student records and information shall be maintained in accordance with law.

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

**11. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

**12. 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 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

**13. 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

**14. 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

**15. 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

**16. 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

### **17. 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

### **18. 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)

### **19. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

### **20. Surrogates**

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

### **21. 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

### **22. Eligibility Determinations**

The District will (1) develop written procedures for implementation of the Eligibility Determination Rule; (2) provide high quality, sustained professional learning activities on the written procedures for appropriate district and school personnel to assist with the implementation of the Eligibility Determination Rule; (3) provide sustained supervision to monitor the implementation of compliant practices for the Eligibility Determination Rule; (4) use the supervision and monitoring data, disaggregated by race and ethnicity, to identify schools and/or personnel that require technical assistance to support compliant practices in the area of eligibility; (5) ensure Individualized Education Programs (IEPs) are developed for children with a

determination made of having a disability that has: (a) an adverse effect on educational performance (academic, functional, and/or developmental) and (b) requires special education and related services; (6) ensure that an eligibility report, which documents the area of disability, is completed and placed in each child's special education folder, with the eligibility report providing statements for each component of the eligibility and be comprehensive enough to serve as the evaluation report when necessary; (7) ensure the completion of the administration of assessments and other measures that the Multidisciplinary Evaluation Team (a group of qualified professionals and the parents of the child) determine whether the child is a child with a disability and the educational needs of the child; (8) ensure appropriate consideration of the exclusionary factor for reading (a child is not to be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in reading, including the essential components of reading instruction as defined in section 1208(3) of ESEA); (9) ensure appropriate consideration of the exclusionary factor for math (a child must not be determined to be a child with a disability if the primary factor for that determination is a lack of appropriate instruction in math); (10) ensure appropriate consideration of the exclusionary factor for Limited English Proficiency (LEP) (a child will not be determined to be a child with a disability if the primary factor for that determination is limited English proficiency); and (11) ensure (1) evaluation data draw upon information from a variety of sources, including aptitude and achievement tests, parent input, and teacher recommendations as well as the information about the child's physical condition, social or cultural background, and adaptive behavior and (2) that information obtained from all these sources is documented and carefully considered.

Legal Reference: 92 NAC 51-006.04.

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]

**6028**  
**The Extracurricular Activities Program**

**1. General Purpose**

- a. The extracurricular program includes noncurricular activities which are sponsored by the school district. These activities include sports, speech, plays, Future Farmers of America, Future Business Leaders of America, music performance groups and other activities which are sponsored by the school.
- b. Extracurricular activities are an important part of the total school experience, but are secondary to the academic program and must be kept in that perspective.
- c. Extracurricular activities **do not** include:
  - i. co-curricular activities such as band and choir, in which students must participate as part of the requirements for enrollment in and receiving a grade for a particular course.
  - ii. student-initiated, non-curriculum related student groups which are permitted to hold meetings and events on school premises. These groups are not school-sponsored and are not governed by this policy or other policies and rules governing extracurricular groups.

**2. Governance**

- a. All extracurricular activities shall be under the exclusive governance and control of the school district. This control includes, but is not limited to, the formation, naming, structure, operation, financing, and discontinuance of all extracurricular activities. Extracurricular activities shall not have any separate or individual existence, status, rights, or authority.
- b. Students and sponsors will be governed by all board's policies and administrative rules including the policy on field trips when traveling for extracurricular activities.

**3. Student Eligibility**

- a. Students are encouraged to participate in extracurricular

activities. Participation shall be open to and limited to all students who are currently enrolled in the school district on a voluntary basis.

- b. Extracurricular activities may establish academic or course enrollment qualifications for participation if such qualifications are necessarily related to the purposes of the activity.
- c. Standards for scholastic eligibility for students wishing to participate in extracurricular activities shall be set by the administration and shall be consistent with at least the minimum standards provided by the NSAA.
- d. All students in grades 7-12 who participate in athletics must have a physical examination by a qualified health care provider at the student's expense.
- e. Students who wish to participate in extracurricular activities must abide by the student code of conduct, the extracurricular code of conduct and any additional rules set by the activity sponsor.
- f. Students are not eligible to participate in any extracurricular activity until they and their parents/guardians have signed the student handbook and extracurricular handbook receipt and acknowledgement.

#### 4. **Sponsors**

- a. Each extracurricular activity must have a sponsor who is a member of the district's certificated staff or a selected community member who is qualified by virtue of education, training, experience, or special interest to serve as the sponsor.
- b. **The superintendent or his/her designee will assign activity sponsors.** Payment to sponsors will be negotiated with the sponsor based on the terms of any applicable collective bargaining agreement, the sponsor's training and experience and any other lawful criteria. Sponsors serve in their capacity as a sponsor at the will of the superintendent, who is specifically empowered to remove an activity sponsor in the superintendent's sole discretion.

- c. Sponsors shall be required to: develop materials, activities, and a budget; promote membership and participation; communicate with the principal or designee, staff, students, and parents; schedule meeting dates and locations; plan meaningful experiences; supervise students during activities; evaluate and make recommendations; and submit a year-end report to the principal or designee.

**5. Fundraising Activities**

All fundraising activities shall require authorization by a member of the school district administration and shall be subject to all other school policies. All money raised by these activities shall be governed by Policy 3005.

Adopted on: \_\_\_\_\_

Revised on: \_\_\_\_\_

Reviewed on: \_\_\_\_\_

## **Arlington Elementary Student/Guardian Handbook**

Cover Change - Date

Pg. 1 - page number changes

Pg.2/3 - Staff changes and updates

Pg. 5 - Calendar

## **Arlington Support Staff Handbook**

Pg. 1 - Dates, page number changes

Pg. 2 - Page number changes

Pg. 4 - Date changes

Pg. 8 - Calendar

Pg. 17 - Contract days

Pg. 46 - Dates

Pg. 51 - Dates

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## **FOREWORD**

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

Welcome to Arlington Secondary School. This handbook is intended to be used by teachers and other certificated staff to provide general information about Arlington Public Schools and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

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

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Arlington Public Schools and the Arlington Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the 2021-2022 and subsequent school years unless replaced by a later edition.

### **Section 2     Information About Arlington Public Schools**

The Arlington School District #24 serves PK-12 students in portions of Washington, Dodge, and Douglas counties which include the communities of Arlington, Kennard, and Elk City and surrounding areas. The district's instructional facilities are located in Arlington on one site. The present 7-12 building was completed in 1962 and the K-6 building and gym were dedicated in 1973. Arlington is classified as a Class III (K-12) district by the Nebraska Department of Education and a Class C school by NSAA. This district is a member of the Nebraska Capitol Conference for activities programs. Member schools include: Arlington, Ashland-Greenwood, Conestoga, DC West, Fort Calhoun, Logan View, Louisville, Raymond Central, Syracuse, and Yutan. Arlington Public Schools is recognized as an accredited school. The district serves over 700 students PK-12.

### **Section 3 School Mission Statement**

The mission of Arlington Public Schools is as follows:

**“The mission of Arlington Public Schools is to empower all students to develop skills for life-long learning and responsible decision making in order to contribute to a global society.”**

We believe that:

1. Education is a responsibility shared among students, parents, educators, and the community.
2. Respect for self and other individuals, groups, and cultures are essential.
3. Critical thinking is an essential life skill.
4. Students are stakeholders in their own learning.
5. All learners are unique; therefore, we will provide diverse instructional strategies and multiple opportunities to learn.

The central purpose of the Arlington Public Schools is to develop students who can demonstrate the knowledge, skills and competencies necessary to become productive and contributing members of our democratic society.

Although all children will not learn all things equally well, we recognize that all children should have an equal opportunity in the pursuit of educational qualifications for the world ahead. Recognizing the uniqueness of each student, Arlington Public Schools will attempt to balance the curriculum to provide for the varied interests and talents of all students. The school accepts the premise that the center of the school curriculum is the child and that the instructional program should be designed to fit each and every child's unique needs.

The education of children is a comprehensive program that must be undertaken in cooperation with other services and institutions within society and the local community. The Arlington Public Schools will seek to establish and maintain strong ties with parents, patrons, the business community and other community institutions.

The following opportunity and means shall be provided whereby this philosophy may be realized.

- (a) Each student may search for the truth, find the truth, and incorporate this truth into his or her values, ambitions, and aspirations.
- (b) Each student may develop an attitude of personal worth and self-esteem and by so doing, may experience degrees of success and achievement within the bounds of his or her individual abilities and limitations.
- (c) Each student may learn to identify and cope with current trends in society.
- (d) Each student may experience an intellectual, a technical and a social environment that enhances the possibilities for group interaction conducive to peaceful coexistence in the school, community, state, nation, and the world.
- (e) Each teacher may use his or her individual capabilities in establishing constructive attitudes toward students, administrative heads, and the community.
- (f) Each teacher may use the resources necessary for attaining the highest measure of success in his or her particular field.
- (g) The administration may promote and preserve the establishment of every possibility for better education.

- (h) The administration may serve as a channel of communication between the teachers and the school and the community.
- (i) The community may be given an integral part in the implementation and accomplishment of the objectives of the school.

The community may demonstrate this responsibility to the school by expressing to the administration its beliefs and desires concerning the educational programs and practices of the school. It shall be the responsibility of the administrative staff periodically to prepare formal statements defining and implementing the basic purposes of the schools as stated above. These statements shall be the basis for determining the content of the curriculum, the methods of instruction, and the means for evaluating the effectiveness of both.

**KEY VALUES OF THE ARLINGTON PUBLIC SCHOOLS**

1. Our schools belong to our community and exist to provide service to our community.
2. Our central mission is to provide quality academic education for our students.
3. Our chief asset is our people.
4. Core beliefs regarding discipline are as follows;
  - Every attempt should be made to maintain the dignity of both adults and children.
  - All students should be given the opportunity to make decisions and live with the results, regardless of the consequences.
  - Students should have the right to tell their side of the story, when consequences appear to be unfair. Due process will be maintained.
  - Misbehavior should be viewed as an opportunity for individual problem solving and preparation for the real world, as opposed to a personal attack on the school or staff.
  - There should be a logical connection between misbehavior and resulting consequences.

**Section 4 Members of the Board of Education**

Name	Contact Information
Matt O’Daniel, President	(402) 478-5757
Shannon Willmott, Vice President	(402) 478-5604
Chase Kratochvil	(402) 677-5217
Janet Warner	(402) 478-4360
Jason Arp	(402) 427-7550
Bruce Scheer	(402) 478-4322

**Section 5 Staff: Administrative Staff**

Name	Position
Dr. Dawn Lewis	Superintendent
Aaron Pfingsten	Secondary Principal
James Shada	Assistant Principal/Activities Director
Jacqueline Morgan	Elementary Principal

**Staff: Teachers and Counselors Staff**

Name	Department
Elsa Glasford	Spanish
Luke Brenn	Industrial Technology
Barina Buresh Crosland	Vocal Music
Sara Detjens	Special Education
Connor Eurek	Special Education
Holly Toft	School Counselor
Teresa Feick	Business/Computer
Tashia Wolf	Curriculum and Assessment Coordinator
Kali Agler	Agriculture
Steven Gubbels	Social Studies/P.E.
Doug Hart	Family and Consumer Science
Sara Horner	Science
Dawn Klein	Mathematics/HAL
Helen Regier	Social Studies
Shawna Koger	Business/Computers
Janelle Lorsch	Language Arts
Michaela Curran	Mathematics
Allison Mastny	Instrumental Music
Kristy Rollins	Media Specialist
Jeff Kment	Science
Scott Parson	Computers/Multimedia
Jacob Duhey	Language Arts
Kenny Fuchser	Science
Dan Larson	Technology Coordinator
Erin Schaapveld	Art
Cailyn Johnson	Language Arts
Chrissy Rydl	Language Arts
Tyler Spitsler	Physical Education

Tyler Stender	Mathematics
Shawna Tierney	Mathematics
Deb Washburn	Speech Pathologist
Jason Wiese	Social Studies
Luke Hoelsing	PE
Maddie Wakefield	Art

**Staff: Support Staff**

Name	Position
Jennifer Arp	Superintendent Secretary
Jenny Hansen	Bookkeeper
Sara O'Connell	Administrative Assistant
Shelly Miller	Administrative Assistant
(open)	Paraprofessional
Jeana Hernes	Paraprofessional
(open)	Paraprofessional
Shirley Holck	Nurse
Lawrence Reed	Maintenance Supervisor
Rod Parker	Custodian
Vicki Freeman	Custodian
Claudia Escamilla	Custodian
Silvia Arias	Custodian
Rita Bonilla	Custodian
Julie French	Food Service Manager
Mary Hunter	Food Service
Karen Toebben	Food Service
Lorena Adams	Food Service
Lori Opfer	Food Service
Amanda Hagar	Food Service
Adrienne Larsen	Food Service

# Article 1 – SCHEDULES

## Section 1 School Calendar

### Arlington Public Schools | 2021-2022 CALENDAR

<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="7">AUGUST '21</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>9 Fall Activities Practice Begins 11 New Staff Orientation 12-13 Teacher In-Service 16 Teacher In-Service 17 Students Begin (1:30 Dismissal)</p> <p>Student Days: 11 Staff Days: 14</p>	AUGUST '21							S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="7">FEBRUARY '22</th> </tr> <tr> <th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th> </tr> </thead> <tbody> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td></td></tr> <tr><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr> <tr><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td></tr> <tr><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td></tr> <tr><td>27</td><td>28</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table> <p>9-10 Parent Teacher Conferences 11 No School</p> <p>Student/Staff Days: 19</p>	FEBRUARY '22							S	M	T	W	Th	F	S		1	2	3	4	5		6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28												
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**Teacher Inservice-No School for Students**

No School

Parent Teacher Conferences

Early Dismissal

Possible Last Days if No Snow Days Needed

Q1 - 43  
Q2 - 44 (including comp day)  
Q3 - 45  
Q4 - 47

Student Days: 179  
Staff Days: 186

- Includes One Comp Day for Parent Teacher Conferences

## **Section 2 Daily Schedule**

### **BELL SCHEDULE**

Period 1	8:05 - 8:51
Period 2	8:54 – 9:40
Period 3	9:43 - 10:29
Period 4	10:32 - 11:18
Period 5/TA	11:21 - 11:46
Period 6	11:46 - 1:03
<b>HS Lunch</b>	<b>11:46-12:16</b>
<b>MS Lunch</b>	<b>12:33-1:03</b>
Period 7	1:06 -1:52
Period 8	1:55 - 2:41
Period 9	2:44 - 3:30

### **FRIDAY SCHEDULE**

Period 1	8:40 – 9:25
Period 2	9:28 – 10:12
Period 3	10:15 – 10:59
Period 4	11:02 – 11:46
Period 6	11:49 – 1:03
<b>HS Lunch</b>	<b>11:46 – 12:16</b>
<b>MS Lunch</b>	<b>12:33 – 1:03</b>
Period 7	1:06 – 1:52
Period 8	1:55 – 2:41
Period 9	2:44 – 3:30
No TA	(5 <sup>th</sup> )

## **Section 3 Final Testing Schedule**

### **SEMESTER ONE**

### **SEMESTER TWO**

*BOTH SEMESTER TESTING DAYS ARE 1:30P.M. DISMISSALS  
(approximate times listed below)*

#### *Day one*

Period 1	8:05-9:18
Period 3	9:21-10:34
Advisor Break	10:37-10:57
Period 4	11:00-12:13
Period 5	12:16-1:30

#### *Day one*

Period 6	8:05-9:18
Period 7	9:21-10:34
Advisor Break	10:37-10:57
Period 8	11:00-12:13
Period 9	12:16-1:30

#### *Day two*

Period 6	8:05-9:18
Period 7	9:21-10:34
Advisor Break	10:37-10:57
Period 8	11:00-12:13
Period 9	12:16-1:30

#### *Day two*

Period 1	8:05-9:18
Period 3	9:21-10:34
Advisor Break	10:37-10:57
Period 4	11:00-12:13
Period 5	12:16-1:30

### **REMINDER:**

TA is 5<sup>th</sup> period. We do not have TA on early dismissal days or finals days.

Students will be released at 1:25 pm on the last day of second semester finals to their TA's in order to turn in their sign out sheet.

\* Students that do not have scheduled courses or attend study halls the first and last periods of each day are not required to attend during those times. (Periods 1, 6, 7 and 9)

\* All teachers are required to provide an assessment during their scheduled finals dates.

\* The middle school team will adjust the morning times, if needed, to accommodate individual teacher final exams.

## **Section 4 Severe Weather and School Cancellations**

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media

when inclement weather warrants such action. The information is broadcast regularly by radio and television stations. When possible Eagle Alert will be used for notification.

**Decision to Close Schools.** A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, an announcement will be made to the news media when schools will be closed. In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Whenever possible staff will be notified by Eagle Alert of closings or delayed starts. Generally, staff members will not be required to report on days of school closings. If required to report, staff will be notified via radio/television stations or Eagle Alert. When school start is delayed staff will be required to report to work one half hour prior to announced starting time. Some staff may be designated as being required to come to school even in the event of a school closing.

**After School Starts.** Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast and Eagle Alert. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

**Parental Decisions.** Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

**Emergency Conditions.** Arlington Public Schools has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

## **Section 5      Contract Days**

Teachers are contracted for-186 days (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

## **Section 6      Make-Up Days**

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstance whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

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

### **Section 1 Employment**

A teacher is employed by Arlington Public Schools when the teacher signs the Teacher’s Contract and the Board of Education approves such contract of employment. The teacher’s employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher’s employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before April 1 or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment or termination of the teacher’s contract. If a teacher signifies acceptance of employment for the next school year, the teacher may either be issued a new Teacher’s Contract or a “Contract Renewal Agreement.”

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Mid-year resignations and resignations given late in the spring for the following school year can present significant planning problems for the District. If a mid-year resignation is submitted, or a resignation for the following school year is submitted after April 15 or after the teacher has signified acceptance of employment for the next school year, the Board of Education may act to not accept the resignation unless a suitable replacement can be found. The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-820.

### **Section 2 Assignments**

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

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

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

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

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

### **Section 5 Compensation**

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

Changes in Salary Schedule Placement. Changes in a teacher's placement on the salary schedule shall be governed by the provisions of the negotiated agreement. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for such school year.

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 20th of the month, or the last preceding school day, if the 20th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office. Reimbursements for mileage or other expenses will be considered separate from compensation.

### **Section 6 Extended Duty Pay**

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid on a per diem basis for such teacher's extended time.

### **Section 7 Benefits**

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A."

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

### **Section 8 Payroll and Payroll Deductions**

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

### **Section 9 Expense Reimbursement**

Teachers are required to request use of school transportation for purposes of school business. If school transportation is not available, reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. **All reimbursement claims should be preapproved by the appropriate building principal or superintendent.**

Materials necessary for instruction are provided by the District. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal. Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose.

### **Section 10 403(b) Salary Reduction Agreements**

The District will cooperate with any teacher who chooses to participate in an investment program under Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the District and the vendor of the 403(b) Plan elected by the teacher has entered in to a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

### **Section 11 Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or

compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix “A” to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District’s policy is to not permit improper deductions from the salary of exempt employees who are required to meet a “salaried basis” test for the exemption to be applicable. (Teaching professionals are not subject to the “salaried basis” test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent’s designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District’s policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a “salaried basis” test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

### **Article 3 ABSENCES FROM WORK**

#### **Section 1 Paid Leave - Sick and Personal Leaves**

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

### Requests for Leave

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important.

A teacher who becomes ill and is unable to work is to call their building principal before **6:30** a.m. on the day of absence. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the building principal as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance report of need for leave as possible.

For personal and other leaves, a teacher must request leave from his/her supervisor both orally (via conversation) and written (via email). Once approved, the request may be submitted by the teacher on the online substitute system. The request for leave process must be initiated by the teacher at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances. Requests for personal leave shall not normally be granted for days immediately preceding or immediately following regularly scheduled holiday and vacation periods, nor shall personal leave be granted to more than one member of each staff (elementary and secondary) at any one time. Staff is discouraged from taking personal leave the first two, or last weeks of the school year.

### Return from Leave

Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Principal from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

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

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 185<sup>th</sup> of total salary and fringe benefits.

### **Section 3      Leaves of Absence**

A teacher may apply to the Board of Education for a leave of absence from the teacher's duties. The Board of Education will consider such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except for the payment of health insurance benefits as may be required under applicable state or federal laws. See Board Policy 4170 for additional information.

#### **Section 4 Jury Duty**

A teacher who is summoned for jury service shall promptly notify the Principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur. The teacher will return to the school any money received that was not used for mileage, meals or other expenses incurred from the term of duty. Teachers are to notify the Superintendent of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

#### **Section 5 Military Leave**

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave.

When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

#### **Section 6 Employee Rights and Responsibilities under the Family and Medical Leave Act**

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

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

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

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

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

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

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

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Arlington Public Schools for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of Arlington Public Schools within 75 miles of your work location.

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

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

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

Substitution of Paid Leave for Unpaid Leave. You may choose or Arlington Public Schools may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

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

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

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

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

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

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

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

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Lynn Johnson at 402-478-4173.

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

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

Regular, dependable attendance at work is an essential function of a teacher's employment position. The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond

the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Schools have differing starting and ending times for the student day. Certificated employees assigned to a building are to spend eight hours on site, including lunch break (30-minute lunch), except that duty-free lunch time can be spent off-site. If a teacher takes their duty-free lunch time off-site, the teacher must check out with the Principal's office. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required eight hours. Staff may leave the building earlier when called to a professional meeting.

**Certificated employees are required to serve on lunchroom, hall, detention, and ground supervision as designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.**

Teachers shall attend meetings called by the Superintendent of Schools, principals, department heads and team leaders, except those meetings which are designated for optional attendance.

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

Full-time teachers have a designated on-site work day as 7 hours and 30 minutes. Elementary school teachers are to be in the building by no later than 7:45 a.m. to be in their classroom no later than 8:00 a.m. and to remain on duty until 3:50 p.m. Secondary school teachers are to be in the building by no later than 7:45 p.m. to be in their classroom (or supervision) no later than 8:00 a.m. and to remain on duty until 3:50 p.m. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom when each period begins to assure that students are not unsupervised within the classroom.

### **Parking Lot Duty**

Individual staff members will be assigned parking lot duty on a weekly basis, information pertaining to individual dates will be released at the beginning of each school year. If the staff member has a conflict with the assigned date, it is their responsibility to find a replacement. Weekly parking lot duty for the assigned staff member begins at 7:50 am and concludes at 8:05 am. Prior to reporting to the duty, staff should retrieve a radio from the high school office.

Regardless of the weather, when participating in parking lot duty, staff should be centrally located in the south parking lot, enforcing district policy and assisting students as needed. In the event that a significant discipline issue or traffic violation is witnessed, please refer the instance to the administration immediately via radio, or following the conclusion of the designated time.

## **Section 3      Leaving School**

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes

each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

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

#### **Section 4 Lesson Plans**

Teachers will prepare written lesson plans which cover at least five days of advance instruction. Lesson plans are to be submitted to the building principal by 8:15 a.m. each Monday. The plans must be in the plan book or approved form. Please keep the plans, including lesson plans, class rosters, etc. in the top right hand drawer of the teacher's desk. If that is not possible, the plans should be kept in a place in which they will be readily available in the teacher's absence. Teachers are encouraged to place and share (with the principal) lesson plans on a google document.

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

#### **Section 5 Daily Class Record Books**

Every teacher is required to keep a complete and easily understandable written record of the attendance and achievement of every student in a class record book (sometimes referred to as a grade book) or via the district approved SIMS Grade book and SIMS attendance. This class record must be kept current and include the following minimum information in a readily understandable fashion:

##### SIMS Gradebook

1. The names of all students enrolled in the class.
2. Updated weekly to accommodate submissions for the eligibility lists and to provide students/guardians with updated and accurate information *via Parent Web Access*.
3. A complete report of all recorded grades for each student. A minimum of two grades per week is recommended for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you assess frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents/guardians.

##### SIMS Attendance

1. Report absences and tardies on SIMS at the end of each period.
2. Review the Absence Summary Report on a daily basis and report any discrepancies to the attendance secretary for correction. Upon request a student's individual record in the teacher's class record book shall be made available for review or copying. Information relating to other students should not be allowed to be seen by other students or parents.

Because the entries in the class record book constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to deliver the teachers' class record books to the Principal at the close of the school year for filing in the permanent records. Teachers who return to Arlington Public Schools and who wish to refer to the previous year's class record book may request the return of the class record book. Such books shall again be brought to the office for permanent filing when the teacher is finished with them, or at the close of the current term.

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

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

1. Student/Guardian Handbook

Each teacher is expected to be familiar with and enforce the guidelines and regulations that are described in the Student/Guardian Handbook.

2. Bulletin Boards/Learning Posters

Each teacher shall be responsible for completing appropriate bulletin boards and/or learning posters regarding curriculum related matters in their primary classroom.

3. Text Book and Room Inventory

All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered, stamped with the school stamp and should display the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, note the condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

4. Use of Cell Phones

Teachers shall not use personal cell phones for any non-school purpose during teacher duty time.

5. Use of Paraprofessionals

Paraprofessionals provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A paraprofessional must not, however, assume a teacher's responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the paraprofessional in a supportive role. Paraprofessionals may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards, grading tests or class work, and calculate grades and record grades. Paraprofessionals are to work only on their assigned work days and within their assigned work day. If the teacher desires the para to work hours other than the assigned work hours or assigned work day, contact the administration for approval.

6. Use of Student Aides

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

7. Checking Out of Equipment

All equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee without administrative approval.

8. Requisition of Equipment and Supplies

Books, equipment and supplies which are needed for instruction should be budgeted through the Principal's office. These budgeted items are purchased through the spring requisition process. All budgeted purchase requests outside of the normal spring requisition process should be kept to a minimum. Requested items not included in the budget may be denied approval. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

9. E-mail

Each teacher will be assigned a school e-mail address for purposes of intra-school and inter-school e-mail correspondence. Teachers should check for e-mail throughout the day, and should timely respond to e-mails which require a response, but should avoid checking and responding to e-mails during instructional time. Use of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

10. Teacher Mail Box

Each teacher will be assigned a mailbox located in the high school office. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communicate regarding school business.

11. Teachers Meetings

Teachers' meetings will be held on an as needed basis. ALL teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements. Teacher collaboration meetings will take place on Friday mornings from 7:50 – 8:30 am. Teachers are expected to be in assigned groups and meeting locations at 7:50 am.

12. Daily Bulletin

The daily bulletin will be distributed to each teacher (via email) by teacher advisor period. All teachers are responsible for reading the bulletin to their students at the beginning of advisor period. Submit items for the daily bulletin to the high school secretary by 8:30 a.m. for inclusion in the day's bulletin.

### 13. Student Passes

Students should not be in the hallway during class time unless they have a hall pass. Use discretion in issuing passes to student(s) as they will be allowed only three passes per day. The student planner is the only means by which a student can obtain a pass. When issuing a pass please check to ensure that the planner belongs to the person requesting the pass. Students have time to go to their lockers during passing time and should not need to go during class time.

### 14. Study Hall Supervision

The purpose of study hall is to provide time for students to complete their assigned class work. The following study hall rules are to be used by all staff members.

1. Develop and use a seating chart and walk around periodically to check on students.
2. Allow no talking without permission. (Suggested that permission to talk should be given to no more than two students at any one time).
3. Allow no sleeping.
4. No toys, cards, games, video games, food or liquids, (other than water) etc.
5. See that students sit in their chairs in an appropriate manner.
6. Students may sign out to the library during study hall period. Make sure students have a pass when going or coming from the library.
7. Students are not allowed to checkout to other classrooms (including computer labs) without a pass from the specific teacher.
8. Students in study hall who are on the ineligible list will be restricted from going to the library for leisure reading. They may be allowed to go for research reasons *only if* they have a pre-signed pass from a teacher indicating that this is a need.
9. Passes to the library will be honored for research requests. Newspapers and other leisure reading materials may be checked out in the library and taken to study hall.
10. Carefully monitor the use of the tables and chairs. Report any problems with graffiti or other misuse of the equipment to the office.

Study hall supervisors will not write passes for students on the ineligible list under any circumstances except to see the school nurse. Study hall supervisors must walk around the room to monitor student behavior/actions. Watch closely for students writing on tables/desks.

### 15. Substitute Teacher File

Each teacher is to maintain an up-to-date substitute file which remains in their mailbox containing the following information in addition to what the office has already submitted to the file:

1. A current list of all students in class and a seating chart for each class.
2. Rules and regulations that your classes routinely follow.
3. Location of books, materials, and supplies.
4. Lunch schedule and procedures.
5. Any other information unique to your teaching assignment.

## **Section 7      Supervision of Students**

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

### Proper Supervision

- a. Report to all duty assignments on time.
- b. Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- c. Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on grounds, lunch, or hall duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- d. If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- e. Be careful with touching students. Use of corporal punishment is prohibited at Arlington Public Schools. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- f. Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

### Proper Instructions

- a. Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- b. Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- c. When you go over safety rules with students note it in your written records (e.g., your lesson plan book or planner).
- d. Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

### Proper Maintenance of Buildings, Grounds, and Equipment

- a. Conduct periodic inspections of equipment under your control or in your area of supervision.
- b. If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.

- c. Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

### Proper Warnings

- a. If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.
1. Contact the Office for Assistance  
The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:
    - student fight
    - student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.);
    - a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
    - presence of an intruder (a non-student or staff member who refuses to go to the office)
  2. Student Searches  
Office administration should be notified in the event that a student is suspected of having contraband. A teacher should not search a student unless they are assisting a school official, or in the event of an emergency. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.
  3. Student Rights  
Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

## **Section 8     Managing Student Conduct**

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

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

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Procedures for identifying unusual student behavior**

Staff should use the following guidelines when you encounter students exhibiting unusual behaviors that merit further investigation. Your primary concern is to focus on student behavior, always remember there are a variety of potential causes leading to altered behaviors. Our responsibility is to protect all students and to remain aware and alert to potential problems.

1. The teacher's role is to explore/investigate in nonintrusive ways and then make administration aware of your findings. Your preliminary explorations should not alert a student to your concerns. It is not the teacher's role to approach and/or question a student about suspicions, leave that to the administration. Issues of this nature should remain confidential at all times. Do not draw unnecessary attention to the student.

2. Classroom teachers should observe students' behaviors, smell, visual appearance, motor skills, responsiveness, etc. when determining whether or not they need to forward a concern about a student to the administration.
3. The classroom teacher should determine the immediacy of the situation and contact the building administration accordingly. It may be something that can wait until after class, or it may be something that necessitates an immediate call to the office. Teachers are reminded to keep all communications and conversations private to protect the dignity of all students. In the event of an emergency the classroom teacher should refer to the crises manual.
4. Staff members involved should prepare a written statement of their observations; including date, time, parties involved and any additional information.
5. Once the student has been referred to the office, the administration will make a determination of reasonable suspicion prior to proceeding to the next step in the investigation.
6. If possible, staff members will be notified of the situation at a later time.

### **Section 9      Dispensing Medication**

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

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

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (a) Placed in a situation that endangers his or her life or physical or mental health;
- (b) Cruelly confined or cruelly punished;

- (c) Deprived of necessary food, clothing, shelter, or care;
- (d) Left unattended in a motor vehicle if such minor child is six years of age or younger;
- (e) Sexually abused; or
- (f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Teachers are to inform their principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for a teacher. However, informing a principal or supervisor does not end the teacher's responsibility; teachers are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. A counselor or an administrator will help you.

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

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

The Arlington Public Schools expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere to include those set forth below. References to "educator" shall include all certificated employees of the District.

#### **Preamble**

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

#### **Principle I - Commitment as a Professional Educator:**

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The

educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

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

**Principle II - Commitment to the Student:**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

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

**Principle III - Commitment to the Public:**

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

**Principle IV - Commitment to the Profession:**

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

**Principle V - Commitment to Professional Employment Practices:**

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
- C. Shall give prompt notice to the employer of any change in availability of service.

- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

## **Section 2 Evaluations**

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

## **Section 3 Role Model**

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

## **Section 4 Relationships**

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

## **Section 5 Professional Attire**

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

## **Section 6 Private Tutoring**

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

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

## **Section 7      Outside Employment**

Teachers shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

## **Section 8      Student Recognition**

Teachers are responsible for participating in, promoting and supporting the Student Recognition Program that has been developed at Arlington Public Schools. A more detailed description of this program can be found on the teacher server. There are three main events that are associated with the program and they include the Middle School Awards Ceremony, Honors Night, and graduation.

## **Section 9      Professional Boundaries between Employees and Students**

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student on Facebook, Twitter, Instagram, SnapChat, TikTok, or other social networking site. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.

- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.
- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of familial relationships between employees and their children who are students in the District.

### **Section 10 Intellectual Property**

All items that are created in the fulfillment of identified job responsibilities and purchased by district funds are property of Arlington Public Schools. When permanently exiting the district staff should leave all district items for future use.

- Paper items that have been created by staff should be copied or scanned. All original hard copies should be left with the building administrator.
- Once copied, digital items should be consolidated into a file; identified on the server under the teachers last name. The teacher should provide their building principal with information as to location of the items on the APS server.
- Items that have been purchased by the district should be left in the teacher's room, or work area. This includes but is not limited to; textbooks, office supplies, computers, furniture, manuals, articles of clothing, electronic devices, etc...

## **Article 6 – ACADEMIC MATTERS**

### **Section 1 Purpose and Goals of Academic Achievement**

The Arlington Board of Education is committed to providing a quality education for all Arlington students consistent with the school’s mission statement. Effective, quality instruction by teachers is an essential means of meeting the District’s mission of providing a quality education.

### **Section 2 Teaching to Student Understanding to Assure Learning**

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

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

### **Section 3 Instruction in the Curriculum**

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

### **Section 4 Measuring and Reporting Academic Achievement**

Grades and Grading. Measuring and accurately reporting the level of each student’s academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each grading period to provide an accurate evaluation of each student’s academic achievement for that period. It is recommended that the teacher **record at least two grades per week**. It is generally preferable to give numerical grades for tests, quizzes, and daily work. **GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.**

Recording Grades. Each teacher shall **record grades in the SIMS Grade book. SIMS Gradebook and Parent Web Access must be updated weekly**. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

### **Progress Report Dates and Semester Dates**

#### **Semester 1**

Report Dates

Progress Report

Entry Date

TBD

Handout Date

TBD

Mid Semester Report	TBD	TBD
Progress Report	TBD	TBD
Semester Report Card	TBD	TBD

**Semester 2**

<u>Report Dates</u>	<u>Entry Date</u>	<u>Handout Date</u>
Progress Report	TBD	TBD
Mid Semester Report	TBD	TBD
Progress Report	TBD	TBD
Semester Report Card	TBD	TBD

Grade Scales. Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building principal.

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in Arlington High School are as follows:

All classes except the \*Identified Classes will use a seven (7) point grading scale. The \*Identified Classes will use a ten (10) point scale. Notice that the pluses will receive higher mark points. The **only** difference between normal classes and \*Identified Classes is the seven (7) point and ten (10) point scale.

Normal Classes	*Identified Classes	Mark Points	
100-98	100-97	4.00	A+
97-96	96-93	4.00	A
95-94	92-90	3.67	A-
93-91	89- 87	3.33	B+
90-88	86-83	3.00	B
87-86	82-80	2.67	B-
85-83	79-77	2.33	C+
82-80	76-73	2.00	C
79-78	72-70	1.67	C-
77-75	69-67	1.33	D+
74-72	66-63	1.00	D
71-70	62-60	0.67	D-
69 Below	59 Below	0.00	F

The \*identified classes include: MATHEMATICS: Honors Geometry, Honors Algebra II, Algebra III, Calculus, Pre-Calculus LANGUAGE ARTS: College English I, College English II, Honors English BUSINESS: Economics, Information Technology, Business Law SOCIAL SCIENCE: Honors US History SCIENCE: Chemistry, Physics, Physiology and Anatomy, Biology II, Chemistry II FOREIGN LANGUAGE: Spanish III, Spanish IV. (Students taking college level courses that exceed our offerings may be granted status as 'identified' and/or receive A+ status when an A is awarded with administrative approval.)

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales are to be used on official records or reports.

2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks).
4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

If multiple students end their high school career with a 4.00, Arlington High School will count the total number of A+ grades received to determine the top student(s) and valedictorian position. When determining the point, the following will apply.

Honors and dual credit classes = 3

Core classes = 2

Non-core classes = 1

#### Reconsideration of Grades/Marks

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

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

Transfer Grades. A student transferring into Arlington Public Schools will have all grades awarded in accordance to Board Policy 5003.

Reports to Parents. Grades and credit are assigned on a mid-semester (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as 1st mid-semester, first semester, 2nd mid-semester, and second semester.

The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All grades are calculated on a cumulative basis per semester; i.e., the grade given at any point and time represents an evaluation of work done during that semester, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The mid-semester and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such

factors have significant bearing on the student's grades or their relationship with teachers, comment should be included on the report. The comments may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution grade reports or progress reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

Progress Reports To Parents. Progress reports are prepared at or near one quarter (1/4) and three quarters (3/4) of the way through each semester. These reports will be sent home with students. Any student receiving a D or F will have a copy mailed to their parents.

Academic Eligibility. Academic eligibility for activity participants will be maintained on a weekly basis. Teachers will enter students earning a grade of "D" or "F" in their classes into SIMS each Monday before noon. Further ineligibility guidelines can be found in the Student/Guardian Handbook.

1. Resource students or Sec. 504 students who are not receiving a passing mark should only be placed on the ineligible list after consultation with the resource teacher and/or case manager. Referral must be made to the resource teacher.
2. Teachers who submit names to the eligibility list will be responsible for personally contacting parents about the student's status. He or she will work with the student and parent to establish an academic plan of improvement. Parents of students who appear on the list for two (2) consecutive weeks will receive additional written documentation from the teacher. This reporting will continue until the problem is resolved or the end of the semester. If a staff member has not informed the student and his/her parents/guardians during the probationary week that the student is receiving an "F" and has a week to raise the grade, the student will not be placed on the ineligible list the following week.

## **Section 5 School Improvement**

Goals for improvement are defined and prioritized annually by the Board of Education with consideration of recommendations made by the School Improvement Steering Committee. All staff are expected to be involved in the School Improvement Process.

## **Section 6 Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. To this end, fall and spring Parent-Teacher conferences will be scheduled and held during the school year. Teacher attendance at Parent-Teacher conferences is mandatory. The appropriate attire for this event is business professional. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school years is as follows:

Teachers are expected to be prepared for such conferences. Being prepared includes having completed grade reports and other necessary information by the Parent-Teacher conference.

## **Section 7      Field Trips**

All field trips and subsequent activities must be tied to the curriculum. There must be academic expectations tied to these activities. Teachers should obtain permission from the building principal for field trips and should expect to provide sound rationale for the activity. Local walking excursions should be reported to the principal. Teachers must complete a field trip request at least two weeks in advance of planned trip and they must communicate to all teachers a list of who will be absent one week prior to the trip.

A district application form is required for extended field trips. The school retains the right to deny a student the privilege of field trip participation. Field trips are discouraged during the month of April and May.

The teacher, coach, and/or adult sponsor are charged with the management and handling of students when on school transportation vehicles. As a sponsor you are charged with the following responsibilities:

### **SAFETY ITEMS:**

1. Submit Transportation Manifest as required.
2. Keep the noise level down.
3. There should be ‘no talking or noise’ when the bus is stopped at railroad crossings.
4. Make sure students stay seated. Avoid standing, kneeling, changing seats, and peering over seats.
5. Sign activity sheet after trip as required.
6. Keep all aisles and emergency exits cleared.
7. All district transportation vehicles have forms entitled **BASIC FIRST AID and EMERGENCY EVACUATION PROCEDURES**. All sponsors should know where these forms are located and be informed on evacuation procedures.

### **COURTESY ITEMS:**

1. Sponsor should sit in a location that ensures they can monitor students effectively. Sitting at front with all students behind you is not advised.
2. Sponsor is charged with ensuring that the bus/vans are picked up. That duty can be delegated to students but sponsor should perform a walkthrough to make sure it is appropriately executed.

## **Section 8      Advisor/Advisee Program**

Students in seventh through twelfth grades will participate in the advisor/advisee program. Each student will be assigned to a faculty member to be part of a group made up of seventh and eighth graders, ninth, tenth, eleventh, and twelfth graders. The teacher advisor group will meet daily for 15 minutes Monday through Thursday. The activities of the advisory group may include but not be limited to the following:

1. Orientation to the school and its procedures and organization of academic materials, class preparation, and time.
2. Communication with the parents of advisees about academic and behavioral experiences.
3. Advocacy for the student with other staff members and students.
4. A means of representation on Student Council and internal communication.

5. Delivery of designated curriculum which includes D.E.A.R., and Respect and Responsibility.

### **Section 9 Nebraska State Assessment Requirements**

All students in grades 7-8 will be required to take the Nebraska State Assessment, currently referred to as NSCAS. Students will test from late January to early May. Required tests will include NSCAS math, English language arts, and science.

Incoming ninth grade students who fail to meet the required state proficiency levels on any Nebraska state assessment may be remediated in the individual courses he/she did not meet proficiency standards. Remediation may include remedial courses in either summer skills, or during the regular semester. Middle school students will be remediated during their scheduled learning lab. Please note; the additional course could possibly cause conflict in scheduling electives or study halls.

All juniors will be required to take the ACT test. The ACT test will be administered in the second semester and students will take all of the state required portions of the test. Currently, the required sections include English, Reading, Math, Science, and Writing.

### **Section 10 GRIP / ACRP**

#### **Grade Recovery Intervention Program**

The purpose of the GRIP program is to provide extended learning time for students who are failing or near failing. Therefore, when a student has a D or an F, they may be placed in the GRIP program to assist in finishing any incomplete work. The GRIP program is designed to provide an additional learning environment outside of the normal academic day with the availability of an individual instructor. Students will be placed in GRIP only when it is seen as helping them academically. Students will not be placed in the GRIP program as a punitive action. Once students have completed the required school work, they will be excused from GRIP. Teachers who assign students to GRIP must assign work for students to complete before students arrive at GRIP. Teachers must also contact parents of students who are assigned to GRIP to increase communication regarding their child's progress.

GRIP and ACRP will run together on Monday – Thursday from 3:30 – 4:15pm. Designated GRIP and ACRP time will take precedence over extracurricular events. If a student is assigned to GRIP or ACRP, they will not be excused to attend extra – curricular activities

#### **The Attendance Credit Recovery Program**

The purpose of ACRP program is to avoid the loss of credit due to excessive attendance issues. Any student with more than 10 absences will be placed in ACRP. Activity or school related absences will not be included when determining ACRP. Failure to complete ACRP can lead to a loss of credit.

GRIP and ACRP will run together on Monday-Thursday from 3:30 – 4:15 pm. Designated GRIP and ACRP time will take precedence over extracurricular events. **Assigned GRIP time may occur during lunch if needed.** If a student is assigned to GRIP or ACRP, they will not be eligible to attend extra – curricular activities.

Skipping assigned GRIP or ACRP time will result in the following punitive action being taken.

<u>First offense</u>	Detention
<u>Second offense</u>	Two detentions
<u>Third offense</u>	After hours
<u>Fourth offense</u>	Two after hours
<u>Fifth offense</u>	Suspension

GRIP / ACRP will be required at the completion of the punitive action. Further absences from either program will result in additional consequences up to expulsion.

**GRIP / ACRP Rules**

1. Show up on time
2. No Food or Drink
3. Come prepared
4. No Talking

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

**Section 1 Drug-Free Workplace**

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

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

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed upon teachers who violate the aforementioned standards of conduct. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

**Section 2 Smoke and Tobacco-Free Workplace**

The use of tobacco products in the District’s buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

**Section 3 Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any

teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;
- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sand club, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- g. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun;
- h. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and this shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- i. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- j. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network and Internet Internet Safety Policy**

It is the policy of Arlington 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.

## **Section 5 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 § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)  
LB 512 (2017).

## **Section 6 Care of School Property**

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

## **Section 7 Use of Telephone/Cell Phone**

Staff members will have access to a school phone and voice mail at their teaching stations. This phone is provided for your convenience in completing contacts to parents, vendors, and other school-related functions. Staff members should use discretion in taking and making calls during the school day. Please be aware of the following regulations:

1. Place personal or school calls during planning periods or before or after school. This includes use of cell phone calls and texting placed or received. *Only emergency calls will be forwarded to you and/or should be sent or received by you during your obligated duty time.* Do not discuss student progress over the phone where other students could overhear the conversation.
2. Long distance calls will be logged and submitted upon request.
3. Long distance personal calls should be completed using a personal calling card or your cell phone.
4. Students should not be allowed to use school phone for personal use.
5. Voice mail should be checked regularly during the school day; use planning periods, lunch break or before and after school times to answer mail. All incoming personal and professional calls will be forwarded to your voice mailbox.
6. Staff members should regularly update their personal messages as schedules change (such as sports seasons) to reflect their availability.
7. Student cell phones and other devices should be turned off, (please note; OFF does not mean vibrate) prior to entering the classroom, media center or study hall. At no time should a student's cell phone interrupt the educational process. Student cell phones should not be on during scheduled class time. This means that students should not use their cell phone if they are excused to the restroom or any location outside the classroom. If a student is caught in the hallway during class time using their cell phone it will be confiscated
8. To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either (1) the person or persons being recorded or whose image or sound is being transmitted or (2) the Superintendent or Superintendent's designee. This prohibition applies to all persons, including staff, students and community members, regardless of the content or context of the image or sound; however, this provision shall not apply to District-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

### **Section 8 ID badges / Visitors**

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare. **All staff and visitors will be required to wear Identification badges during the scheduled day, while on school property.**

### **Section 9 Salespersons**

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all days school is in

session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

### **Section 10 Security of Desks and Lockers**

Offices, teacher desks, lockers, file cabinets and other such storage devices (“storage devices”) are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a brief case, purse or backpack.

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

### **Section 11 Bulletins and Announcements**

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

### **Section 12 Copyright and Fair Use Policy**

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

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

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

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

### **Section 13 Lost and Found**

Teachers who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

### **Section 14 Safety**

#### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and work place conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers’ association. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers’ association representative of the safety committee, (2) contact the President of the teachers’ association, or (3) contact the Safety Committee in care of the Superintendent.

#### Safety Practices

Guidelines for safe work practices which teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.

7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

#### Emergency Information Packets

Each classroom shall have an Emergency Information Packet visibly located near the exit. Teachers should ensure that the following items are in this packet: Emergency Response Manual, updated roster of students occupying the classroom, teacher identification badge, red and green card, penlight or flashlight, paper and pencil. Teachers are to take these packets with them during emergency evacuations of any nature.

Fire and Severe Weather exit routes and safety areas are to be visibly posted near the exit in each classroom. Guidelines for these procedures can be found in the Emergency Response Manual.

#### Security Measures

All entrance doors will be locked from 8:15 a.m. - 3:30 p.m. All outer doors are to be closed during the school day (exceptions may be made due to environmental issues). Any teacher upon seeing a 'stranger' in the hallway will look for a visitor badge and if one is not visible you will direct and/or lead them to the high school office. The high school secretary will check in all visitors and issue a visitor badge to them.

#### **Security System Procedures**

Each individual staff member has been issued a key fob for entrance into the building. With the use of the fob each individual teacher should enter through a door that has a key fob reader. The reader will indicate when you have entered the building. Once in the building please make certain that the door shuts and locks behind you. At no time should the doors to the school be propped or left open. In an attempt to further ensure the safety of the staff and students, video cameras have been placed throughout the interior and exterior of the building.

During the school day the doors will unlock in the morning at 6:30 am and stay open until 8:15 am, with exception to the main entrances. After the school day, the building will remain open starting at 3:30 pm, and lock down at 5:00 pm.

#### Use of Personal Vehicles

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency

evacuation and first aid. Teachers who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants. When driving your personal vehicle, you are assuming an additional degree of personal liability for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

### Accidents

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

### Workers Compensation

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

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

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

The Arlington Public Schools does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

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

Office for Civil Rights  
One Petticoat Lane  
1010 Walnut St, Ste 320  
Kansas City, MO 64106  
816-268-0550

FAX: 816-268-0559

Email: OCR.KansasCity.ed.gov

U.S. Equal Employment Opportunity Commission (EEOC)  
131 M St. NE  
Washington, D.C. 20002  
(800) 669-4000; TDD: (800) 669-6820

### **Section 2 Designation of Coordinators**

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Arlington Public Schools, 705 N. 9th Street, Arlington, NE 68002, (402) 478-4173.

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

### **Section 3 Anti-discrimination & Harassment Policy**

#### **A. Elimination of Discrimination.**

The policy of Arlington Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Arlington Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Arlington Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Secondary Principal shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

#### **B. Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** Arlington Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a

hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take

immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and

- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

#### **4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions

of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.  
 Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;  
 Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.  
 Section 504 of the Rehabilitation Act of 1973 (Section 504)  
 Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)  
 Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.  
 Neb. Rev. Stat. § 79-2,115, et seq

**Section 4 Grievance Procedure for Persons with a Disability**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

- 1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.

2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

### **Section 5 Confidentiality of Student Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

### **Section 6 Disclosure of Student Information to Military Recruiters and Colleges**

The Every Student Succeeds Act requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

### **Section 7 Disclosure of Staff Qualifications**

Parents/guardians have the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.

3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the ESSA.

## **Section 8 Student Privacy Protection**

The Every Student Succeeds Act requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student handbook. In general, employees are expected to comply with these provisions of the ESSA and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve "sensitive" matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to "opt-out" their child from the survey. Sensitive matters include:
  1. Political affiliations or beliefs of the student or the student's parent;
  2. Mental or psychological problems of the student or the student's parent;
  3. Sex behavior or attitudes;
  4. Illegal, anti-social, self-incriminating or demeaning behavior;
  5. Critical appraisals of other individuals with whom the student has close family relationships;
  6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  7. Religious practices, affiliations, or beliefs of the students or the student's parent;
  8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term "instructional materials" does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

## **Section 9 Parental Involvement**

### General - Parental/Community Involvement in Schools

The District's policy 6400 is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

1. provide parents timely information about their child's progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student's academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child's records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child's educational progress and achievement;
6. permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
8. encourage parents to express their concerns, share their ideas and advocate for their child's education.

#### Title I Parental Involvement

The District has a separate policy established pursuant to district policy and/or Every Student Succeeds Act relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children been given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

#### **Section 10 Homeless Students**

The Every Student Succeeds Act requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to homeless students.

#### **Section 11 Breakfast and Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

#### **Section 12 Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996

(HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

## APPENDIX A

### *Notice of COBRA Continuation Coverage Rights* **\*\* Continuation Coverage Rights Under COBRA \*\***

#### **Introduction**

You are receiving this notice because you have recently become covered under [Insert Name of School] health plan (the "Plan"). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. **This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it.** This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is [enter name, address and telephone number of Plan Administrator]. The Plan Administrator is responsible for administering COBRA continuation coverage.

#### **COBRA Continuation Coverage**

**COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.**

**If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:**

- 1. Your hours of employment are reduced, or**
- 2. Your employment ends for any reason other than your gross misconduct.**

**If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:**

- 1. Your spouse dies;**
- 2. Your spouse's hours of employment are reduced;**
- 3. Your spouse's employment ends for any reason other than his or her gross misconduct;**
- 4. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or**
- 5. You become divorced or legally separated from your spouse.**

**Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:**

- 1. The parent-employee dies;**
- 2. The parent-employee's hours of employment are reduced;**
- 3. The parent-employee's employment ends for any reason other than his or her gross misconduct;**
- 4. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);**
- 5. The parents become divorced or legally separated; or**
- 6. The child stops being eligible for coverage under the plan as a "dependent child."**

**Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.**

**The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in**

**Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.**

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

**Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.**

**COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.**

**When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.**

Disability extension of 18-month period of continuation coverage

**If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.**

Second qualifying event extension of 18-month period of continuation coverage

**If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.**

If You Have Questions

**If you have questions about your COBRA continuation coverage, you should contact the Superintendent or Plan Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at [www.dol.gov/ebsa](http://www.dol.gov/ebsa).**

Keep Your Plan Informed of Address Changes

In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Arlington Public Schools  
Addition to Employee Code of Conduct

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

ADMINISTRATORS, FACULTY AND STAFF AGREEMENT

In order to make sure that all members of Arlington Public School's community understand and agree to these rules of conduct for use of the e-mail and Internet systems of the school district, the Arlington 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 Arlington Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Arlington 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 Arlington Public Schools, any of its employees, or any institution providing network access to Arlington 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.

# **RECEIPT OF 2021-2022 HANDBOOKS**

## **FACULTY/STAFF AND TEACHER EVALUATION SYSTEM ARLINGTON SECONDARY HIGH SCHOOL**

This signed receipt acknowledges receipt (electronically and/or manually) of the 2021-2022 Faculty/Staff and Teacher Evaluation System Handbooks of Arlington Secondary School. This receipt acknowledges that it is understood that I am to read and be familiar with the handbooks, that I understand the handbooks contain a disclaimer of contract and that I understand that the handbooks include the District's policies of non-discrimination and equity, bullying and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

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

\_\_\_\_\_  
Teacher's Signature

Return to:

Aaron Pfingsten, Secondary Principal

**ARLINGTON  
MIDDLE SCHOOL  
HIGH SCHOOL  
STUDENT/GUARDIAN**

**HANDBOOK**

**2021-2022**

*“The mission of Arlington Public Schools is to empower all students to develop skills for life-long learning and responsible decision making in order to contribute to a global society.”*



# 2021-2022 PARENT-STUDENT HANDBOOK GRADES 7-12

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## Foreword

### Section 1 INTENT OF HANDBOOK

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

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

### Section 2 MEMBERS OF THE BOARD OF EDUCATION

Name	Contact Information
Matt O’Daniel, President	(402) 478-5757
Shanon Willmott, Vice President	(402) 478-5604
Chase Kratochvil	(402) 677-5217
Janet Warner	(402) 478-4360
Jason Arp	(402) 427-7550
Bruce Scheer	(402) 478-4322

### Section 3 ADMINISTRATIVE STAFF

Name	Position
Dr. Dawn Lewis	Superintendent
Aaron Pfingsten	Secondary Principal
James Shada	Assistant Principal/Activities Director
Jacqueline Morgan	Elementary Principal

**Section 4      TEACHERS AND COUNSELORS STAFF**

<b>Name</b>	<b>Department</b>
Kali Agler	Agriculture
Luke Brenn	Industrial Technology
Barina Buresh-Crosland	Vocal Music
Michaela Curran	Mathematics
Sara Detjens	Special Education
Jacob Duhey	Language Arts
Connor Eurek	Special Education
Teresa Feick	Business/Computer
Kenny Fuchser	Science
Elsa Glasford	Spanish
Steven Gubbels	Social Studies
Doug Hart	Family and Consumer Science
Luke Hoesing	Physical Education
Sara Horner	Science
Cailyn Johnson	Language Arts
Dawn Klein	Mathematics/HAL
Jeff Kment	Science
Shawna Koger	Business/Computers
Dan Larson	Technology Coordinator
Janelle Lorsch	Language Arts
Allison Mastny	Instrumental Music
Scott Parson	Computers/Multimedia
Helen Regier	Social Studies
Kristy Rollins	Library/Media Specialist
Chrissy Rydl	Language Arts
Erin Schaapveld	Art
Sarah Sharp	Special Education
Tyler Spitsler	Physical Education
Tyler Stender	Mathematics
Shawna Tierney	Mathematics

Holly Toft	School Counselor
Maddie Wakefield	Art
Deb Washburn	Speech Pathologist
Jason Wiese	Social Studies
Tashia Wolf	Curriculum and Assessment Coordinator

**Section 5 SUPPORT STAFF**

Name	Position
Jennifer Arp	Superintendent Secretary
Jenny Hansen	Bookkeeper
Sara O'Connell	Administrative Assistant
Shelly Miller	Administrative Assistant
New Hire	Paraprofessional
Jeana Hernes	Paraprofessional
New Hire	Paraprofessional
Shirley Holck	Nurse
Lawrence Reed	Maintenance Supervisor
Rod Parker	Custodian
Vicki Freeman	Custodian
Claudia Escamilla	Custodian
Silvia Arias	Custodian
Rita Bonilla	Custodian
Julie French	Food Service Manager
Mary Hunter	Food Service
Amanda Hagar	Food Service
Lorena Adams	Food Service
Karen Toebben	Food Service
Lori Opfer	Food Service
Adrienne Larsen	Food Service

Section 6

SCHOOL CALENDAR

**Arlington Public Schools | 2021-2022 CALENDAR**

AUGUST '21						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

9 Fall Activities Practice Begins  
 11 New Staff Orientation  
 12-13 Teacher In-Service  
 16 Teacher In-Service  
 17 Students Begin (1:30 Dismissal)

Student Days: 11  
 Staff Days: 14

FEBRUARY '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

9-10 Parent Teacher Conferences  
 11 No School

Student/Staff Days: 19

SEPTEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

6 Labor Day (No School)  
 27 Teacher In-Service (no school)

Student Days: 20  
 Staff Days: 21

MARCH '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

9 End of Q3 (45 Day)  
 10-11 No School Winter Break

Student/Staff Days: 21

OCTOBER '21						
S	M	T	W	Th	F	S
				1	2	
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

18 End of Q1 (43 Days)  
 19-21 Parent Teacher Conferences (Elementary 19 and 21 MS/HS 20 and 21)  
 22 No School (Comp Day)

Student/Staff Days: 20

APRIL '22						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

15-18 No School Spring Break

Student/Staff Day: 19

NOVEMBER '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

11 Veterans Day Program  
 24-26 Thanksgiving Break

Student/Staff Days: 19

MAY '22						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

6 Arlington Track Invite (1:30 Dismissal)  
 15 Graduation  
 23-24 Finals (1:30 Dismissal)  
 24 End Q4 (47 days)  
 25 Teacher Workday

Students Days: 14  
 Staff Days: 15  
 S2 (92)

DECEMBER '21						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

21-22 Finals (1:30)  
 22 End of Q2 (44 Days)  
 23-31 Vacation

Student/Staff Days: 16  
 S1 Days: 87

**Teacher Inservice-No School for Students**  
 No School  
 Parent Teacher Conferences  
 Early Dismissal  
 Possible Last Days if No Snow Days Needed

Q1 - 43  
 Q2 - 44 (including comp day)  
 Q3 - 45  
 Q4 - 47

Student Days: 179  
 Staff Days: 186  
 • Includes One Comp Day for Parent Teacher Conferences

JANUARY '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

1-2 Vacation  
 03 Teacher In-Service  
 04 Students Return  
 17 Teacher In-Service

Student Days: 19  
 Staff Days: 21

# Article 1 – Philosophy, Goals, Objectives

## Section 1 MISSION STATEMENT

**The mission of Arlington Public Schools is to empower all students to develop skills for life-long learning and responsible decision making in order to contribute to a global society.**

## Section 2 BELIEF STATEMENT AND GOALS

**We believe that:**

1. Education is a responsibility shared among students, parents, educators, and the community.
2. Respect for self and other individuals, groups, and cultures is essential.
3. Critical thinking is an essential life skill.
4. Students are stakeholders in their own learning.
5. All learners are unique; therefore, we will provide diverse instructional strategies and multiple opportunities to learn.

The central purpose of the Arlington Public Schools is to develop students who can demonstrate the knowledge, skills and competencies necessary to become productive and contributing members of our democratic society.

Although all children will not learn all things equally well, we recognize that all children should have an equal opportunity in the pursuit of educational qualifications for the world ahead. Recognizing the uniqueness of each student, the Arlington Public Schools will attempt to balance the curriculum to provide for the varied interests and talents of all students. The school accepts the premise that the center of the school curriculum is the child and that the instructional program should be designed to fit each and every child's unique needs.

The education of children is a comprehensive program that must be undertaken in cooperation with other services and institutions within society and the local community. The Arlington Public Schools will seek to establish and maintain strong ties with parents, patrons, the business community and other community institutions.

The following opportunity and means shall be provided whereby this philosophy may be realized.

- (a) Each student may search for the truth, find the truth, and incorporate this truth into his or her values, ambitions, and aspirations.
- (b) Each student may develop an attitude of personal worth and self-esteem and by so doing, may experience degrees of success and achievement within the bounds of his or her individual abilities and limitations.
- (c) Each student may learn to identify and cope with current trends in society.
- (d) Each student may experience an intellectual, a technical and a social environment that enhances the possibilities for group interaction conducive to peaceful coexistence in the school, community, state, nation, and the world.
- (e) Each teacher may use his or her individual capabilities in establishing constructive attitudes toward students, administrative heads, and the community.
- (f) Each teacher may use the resources necessary for attaining the highest measure of success in his or her particular field.
- (g) The administration may promote and preserve the establishment of every possibility for better education.
- (h) The administration may serve as a channel of communication between the teachers and the school and the community.
- (i) The community may be given an integral part in the implementation and accomplishment of the objectives of the school.

The community may demonstrate this responsibility to the school by expressing to the administration its beliefs and desires concerning the educational programs and practices of the school. It shall be the responsibility of the administrative staff periodically to prepare formal statements defining and implementing the basic purposes of the

schools as stated above. These statements shall be the basis for determining the content of the curriculum, the methods of instruction, and the means for evaluating the effectiveness of both.

### **KEY VALUES OF ARLINGTON PUBLIC SCHOOLS**

1. Our schools belong to our community and exist to provide service to our community.
2. Our central mission is to provide quality academic education for our students.
3. Our chief asset is our people.

### **Section 3 MUTUAL RESPECT**

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

### **Section 4 MULTICULTURAL EDUCATION**

Arlington Public Schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.

### **Section 5 COMPLAINT PROCEDURES**

The proper procedures for a parent or student to make complaints or raise concerns about school staff or the school programs or activities are set forth below. Other procedures exist to address discrimination or harassment, the bullying of students, and to challenge disciplinary actions, and such other procedures should be used to address those types of concerns.

1. Complaint procedure:
  - Step 1. Have a scheduled conference with the staff person and the **student involved** in the complaint.
  - Step 2. Appeal to the Principal if the matter is not resolved at Step 1.
  - Step 3. Appeal to the Superintendent if the matter is still unresolved at Step 2.
  - Step 4. Appeal to the Board of Education if the matter is still unresolved at Step 3. Written appeal should be made within five (5) days of the Superintendent's decision.
2. Conditions Applicable to All Levels of Complaint Procedure:

All information to be considered at each appeal step should be placed in writing in order to be most effective. Appeal decisions shall be expedited as quickly as possible. A decision at any level should be rendered within ten (10) calendar days, unless a legal hearing is requested or required.

## Article 2 – School Day

### Section 1 DAILY SCHEDULE

#### GENERAL SCHOOL INFORMATION

##### SCHOOL DAY:

Arlington High School is on a nine period day. Students are not to be in the building before 7:30 a.m. unless they have a before school class or activity. Prior arrangement should be made if there is a need to be in the building before this time. Students are to leave the building at the close of the school day unless they are under direct supervision of staff. Those students involved in extracurricular activities are to report directly to the sponsor of the activity at the close of the school day. The tardy bell for first period will ring at 8:05.

##### Friday Schedule

Due to teacher collaboration time school will start at 8:40 am on Friday mornings for the duration of the school year. In the event of finals or early outs, the PLC schedule will be adjusted.

### Schedules

#### HS/MS Bell Schedule

Normal Schedule		Friday PLC	
1	8:05-8:51		
2	8:54-9:40	1	8:40-9:25
3	9:43-10:29	2	9:28-10:12
4	10:32-11:18	3	10:15-10:59
5/TA	11:21-11:46	4	11:02-11:46
6	11:46-1:03	6	11:49-1:03
7	1:06-1:52	7	1:06-1:52
8	1:55-2:41	8	1:55-2:41
9	2:44-3:30	9	2:44-3:30

High School Lunch      11:46 – 12:16  
 Middle School Lunch      12:33 – 1:03

#### FINAL TESTING SCHEDULE SEMESTER ONE

*BOTH SEMESTER TESTING DAYS ARE 1:30P.M. DISMISSALS (approximate times)*

##### *Day one*

Period 1      8:05-9:18  
 Period 2      9:21-10:34  
 Advisor Break      10:37-10:57  
 Period 3      11:00-12:13  
 Period 4      12:16-1:30

##### *Day two*

Period 6      8:05-9:18  
 Period 7      9:21-10:34  
 Advisor Break      10:37-10:57  
 Period 8      11:00-12:13  
 Period 9      12:16-1:30

#### FINAL TESTING SCHEDULE SEMESTER TWO

##### *Day one*

Period 6      8:05-9:18  
 Period 7      9:21-10:34  
 Advisor Break      10:37-10:57  
 Period 8      11:00-12:13  
 Period 9      12:16-1:30

##### *Day two*

Period 1      8:05-9:18  
 Period 2      9:21-10:34  
 Advisor Break      10:37-10:57  
 Period 3      11:00-12:13  
 Period 4      12:16-1:30

**REMINDER:** TA is 5<sup>th</sup> period. We do not have TA on early dismissal days or finals days. Students will be released at 1:25 pm on the last day of second semester finals to their TA's in order to turn in their sign out sheet.

## Section 2 SEVERE WEATHER AND SCHOOL CANCELLATIONS

### **SCHOOL CLOSING INFORMATION**

The Superintendent of schools is authorized by the Board of Education to close public schools in case of severe weather. Representatives of the Superintendent's staff will notify local news media when inclement weather warrants such action. The information is broadcast regularly by radio on KFAB and KHUB. Parents will also receive a phone message from Eagle Alert indicating a late start or school closing.

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

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

Parental Decisions. **Parents may decide to keep their children at home in inclement weather because of personal circumstances.** Students absent because of severe weather when school is in session will be marked absent. The absence will be treated like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

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

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

### **SEVERE WEATHER**

Arlington Public Schools follows Standard Response Protocol. Staff and students are trained and practice these protocols during the school year.

## Section 3 PLANNERS

### **STUDENT PLANNERS**

All students will be given (free of charge) a student planner that contains the most referenced items of the Arlington Junior/Senior High Student/Guardian Handbook. This planner will also be the means by which students will be given passes. Students are not to tear pages out of the planner nor are they to remove the cover. If a student loses or defaces their planner there will be a \$5.00 charge to purchase a replacement planner.

### **PASS PRIVILEGES**

Students must possess an appropriate planner to obtain a pass. Students are limited to **three passes** a day. They need to organize and plan appropriately. Access to computer labs (when available) may only be obtained with a pre-signed pass.

## Section 4        **CLOSED CAMPUS**

### **CLOSED CAMPUS POLICY**

Providing a safe and orderly campus environment is important. Therefore, **all students are required to stay on campus upon arrival.** Students must check out through office if it is necessary to leave campus for doctor or dental appointments or for reasons of illness.

## Section 5        **SCHOOL GUIDELINES**

### **STUDENT VEHICLES AND PARKING LOT**

All vehicles driven to school should be parked in designated student areas. Student parking is designated as the lot south of the high school building and across by the football field. Cars which are inappropriately parked are subject to warnings, fines, and loss of privileges. All state and local traffic regulations should be observed on school property. Careless or reckless driving will be reported to the County Sheriff and can result in fines and/or court action as well as suspension from school. Parking guidelines apply to all school events including: after school practices, meetings, contests, etc.

**Students should not loiter in the parking lot.** The school parking lots and grounds are to be used only when school and/or school activities/events are taking place. Students are to observe all posted signs and should understand that failure to observe these signs could result in tickets and/or fines.

### **FOOD AND DRINK**

Drinks and snacks will not be allowed in classrooms, computer labs etc..., with exception to water. Food and liquids will however be allowed in the hallways. If food and drink become a problem at any point during the school year they may be banned from lockers as well.

### **STUDY HALL GUIDELINES**

The purpose of study halls is to provide time for students to complete their assigned class work. Students must bring enough material to work on for the entire period. Students may not talk without permission. Sleeping is not allowed. Students must have a pre-signed pass to go to available computer labs or to check out to see a teacher. Students in study hall who are on the ineligible list will be restricted from going to the library unless they have a pre-signed pass from a teacher. Study hall supervisors will not write passes for students on the ineligible list under any circumstances except to see the school nurse (they must go through the office first). Personal electronic devices including cell phones may not be used in study hall unless teacher permission is given.

### **FIRE DRILLS**

Fire drills will be conducted regularly. An electric horn indicates a fire drill. Upon hearing the fire drill signal, move quietly and quickly out of the building by the fire exit route posted near the door of your room. After the "all clear" is given, students may re-enter the building and proceed directly to their classrooms.

## Article 3 - Use of Building, Grounds and Equipment

### Section 1 ENTERING AND LEAVING THE BUILDING

Beginning of School: Students should not be on school grounds prior to 7:30 a.m. unless they are in an activity and are sponsored by a staff member. Students are to stay in the hall and are not to go to any other part of the building without permission.

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

End of School: Our regular school day ends at 3:30 p.m. Make-up work, special help, assignment after school, club meetings, and other school activities begin at 3:35 p.m. It is important that students who are involved in any of these activities report to the designated area on time. All other students must clear the building as soon as possible.

### Section 2 IDENTIFICATION BADGES

All visitors must report to the office upon entering the building. Visitors and all staff members will be required to wear ID badges while on school premises. Visitor badges are to be returned to the office at the completion of your visit. Parents are welcome at all times. Please sign in/out at the office upon entering/exiting the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administrators. Visitors will not be allowed to go to lunch with or go to classes with an Arlington student.

### Section 3 SMOKE-FREE ENVIRONMENT

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

### Section 4 CARE OF SCHOOL PROPERTY

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

Fines are determined on books according to the following criteria:

Lost/Ruined Book:	Replacement cost
Missing one or both covers:	Same as lost book
Loose Cover:	TBD – based on expense to repair
Missing Page:	50 cents per page (up to replacement cost)
Torn Page:	20 cents per page (up to replacement cost)
Marks that cannot be erased:	20 cents per mark (up to replacement cost)

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

### Section 5 LOCKERS

Each student will be assigned a locker. Students must use their own lockers and are not to share lockers with other

students except as assigned by school officials. We recommend that the locker be kept locked with the combination lock provided and that your combination remain confidential. There is no way to assure no one but you get into your locker if you give others your combination. An unlocked locker or one that has lost its confidentiality is not secure and items may be stolen with no recourse available. Students are expected to keep all books, etc., in their assigned locker. Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers. Students are not allowed to attach items to the exterior of the lockers without prior permission from a teacher or administrator.

**Section 6 SEARCHES OF LOCKERS AND OTHER TYPES OF SEARCHES**

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

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

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

**Section 7 VIDEO SURVEILLANCE**

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

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

**Section 8 USE OF TELEPHONE**

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

**Section 9 BICYCLES**

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

**Section 10 STUDENT VALUABLES**

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

### **Section 11 LOST AND FOUND**

Students who find lost articles are asked to take them to the office, where the articles can be claimed by the owner. If articles are lost at school, report that loss to office personnel. Lost and found items will be disposed of periodically if they go unclaimed.

### **Section 12 ACCIDENTS**

Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to administration. The individual staff member involved should complete an accident report immediately.

### **Section 13 LABORATORY SAFETY GLASSES**

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

### **Section 14 INSURANCE**

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

### **Section 15 BULLETINS AND ANNOUNCEMENTS**

Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces without approval from the administration. Place posters on marble, glass, metal, brick and wood. **The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.**

Daily Announcements will be available each morning.

### **Section 16 COPYRIGHT AND FAIR USE POLICY**

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

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

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

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

### **Section 17      MEDIA CENTER**

The High School Media Center is open from 7:50 A.M. to 3:50 P.M. on student days and by arrangement. The Media Center is a place for quiet study, reading, and research. Books are checked out for 21 days, magazines and reference materials are checked out for 1 day. Fines for overdue materials will be assessed at the rate of 5¢ per day with a maximum of \$2.00 per item. Students may negotiate overdue fines with the Library Media Specialist. Lost books or magazines will be assessed at the replacement cost of the material and are non-negotiable. Students must have passes to enter or leave the media center. General regulations are available upon request.

### **Section 18      TECHNOLOGY/COMPUTER USAGE**

School computers are to be used for school purposes only. Any student accessing the network must have the proper paperwork (Acceptable Use Policy) on file with the district. This policy provides more specific details governing acceptable use. The use of the internet and/or email is also reserved for school purposes. Students may not bring any computer applications, including games, to school for any reason. District workstations may not be altered without direct teacher permission. Any vandalism (renaming, trashing, or moving files, illegal copying, etc.), intentional copyright violations or attempted access to unauthorized data will result in disciplinary action, which may include restitution. Students are directed to limit printing to only information that is directly tied to school purposes. Multiple copies of material should be done at provided copy machines at student expense. Students will be charged for printed material (\$.10/page) that does not meet these specifications.

### **Section 19      INTERNET SAFETY POLICY**

It is the policy of Arlington 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.

## **Section 20 RECORDING OF OTHERS**

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

## **Section 21 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 is a non-exhaustive list of unacceptable uses of 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 § 254  
Children's Online Privacy Protection Act, 15 U.S.C. § 6501  
FCC Order adopted August 10, 2011  
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)  
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act) LB 512  
(2017).

## Article 4 – Attendance

### Section 1 ATTENDANCE POLICY

Regular and punctual student attendance is required. The Board's policies require such attendance, the administration is responsible for developing further attendance rules and regulations, and students and parents are responsible for developing behaviors which will result in regular and punctual student attendance. There is more on this in Article 2 of this publication.

#### ATTENDANCE PROCEDURES

School is a full-time job; therefore, students are expected to be in attendance for all classes throughout the school year. Students who are absent from school lose out on valuable explanations of material, interaction with their teachers and peers, and often perform at a level below their potential. The achievement of an outstanding attendance record should be a goal of every student.

Cooperation between the school officials and parents is critical in insuring that students are in school. The parents must determine the validity of their child's absences from school and take the responsibility to notify the school when he or she is not in attendance. The school will document and inform parents in situations where absences are becoming detrimental to student achievement. State law requires that students not miss more than 20 days each year (10 days per semester is a guide), which we strictly follow.

#### REPORTING OF ABSENCES

The school keeps period attendance. Arrival at school between 8:05am and 8:20 am shall be considered a tardy. Arrivals after 8:20 will count as an absence. An absence for any portion of a period may count as a full period absence. To constitute an excused absence a parent/guardian should call the office at 478-4171 before 9:00 a.m. on the day of the absence. Students are still limited to ten days per semester regardless if they are excused or not. Individual students that exceed 10 absences per semester will be placed in the ACRP program and reported to the Washington County Attorney for excessive absenteeism. **Additionally, students with exceed 10 absences in a semester may be required to appear before an attendance review board in order to retain credit or determine additional educational opportunities.** Guardians are expected to call each day that the student is absent from school unless other arrangements have been made with the secretary. Failure to follow these guidelines could result in the student being considered unexcused/truant.

**All absences except those incurred for school-sponsored activities shall count towards the ten-day limit per semester.** It is the responsibility of the guardian and /or student to keep track of their total absences and to know whether or not they are in danger of losing credit. The school will attempt to provide assistance by sending absentee notices to guardians at certain intervals during the year.

#### LOSS OF CREDIT

A student who **exceeds** ten absences and/or two unexcused absences from any class in a semester will be placed in the ACRP program to make up time lost. Students who do not complete their assigned ACRP time **will be required to go before the attendance review board and may lose credit for individual courses.** During the appeal students must address **all** absences. At the conclusion of the hearing process, the attendance committee will evaluate the situation. The student and parent, or legal guardian must be in attendance at the attendance hearing. In the event of an appeal, a physician's statement will be required to determine the validity of absences due to illness. Special circumstances are usually thought of as unplanned circumstances such as family disruption/death, etc.

#### LATE ARRIVALS/EARLY DISMISSALS

Any time a student arrives late to school or leaves prior to regular dismissal time, he/she must report to the office to sign in/out and ensure that their guardian has contacted the office.

#### SCHOOL SPONSORED ABSENCES

Students who are going to miss class for school-sponsored field trips or activities (band, vocal, and athletics) must contact instructors prior to the activity and follow their directives.

## Section 2 ATTENDANCE CREDIT RECOVERY PROGRAM

The purpose of ACRP program is to avoid the loss of credit due to excessive attendance issues. Any student with more than 10 absences will be placed in ACRP. Absences will include but not be limited to excused and unexcused. Activity or school related absences will not be included when determining ACRP. Failure to complete ACRP can lead to a loss of credit.

GRIP and ACRP will run together on Monday-Thursday from 3:30 – 4:15 pm. Designated GRIP and ACRP time will take precedence over extra—curricular events. If a student is assigned to GRIP or ACRP, they will be eligible to attend extra—curricular activities following their assigned time.

### DISCIPLINARY ABSENCE

To receive credit for work missed due to a disciplinary suspension, the student is responsible for requesting assignments for make-up work and completing the make-up work on his/her own initiative, and on his or her own time either before or after school, by the due date. The teacher based on the content being studied and the length of student absence will determine the date when make-up work is due.

## Section 3 ATTENDANCE AND ABSENCES

### Attendance Policy and Excessive Absenteeism

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

#### A. Attendance and Absences.

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

need to be identified to parents and students as fitting into one of the above defined absence circumstances.

Two school days will be allowed to make up work for each day missed, with a maximum of 10 days allowed to make up work.

3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

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

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

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

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

The exit interview shall be personally attended by:

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

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

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or

- an illness of the child making attendance impossible or impracticable.

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

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

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

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

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

4. Reporting and Responding to Excessive Absenteeism. Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, "attendance officer"). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under "Excessive Absenteeism" and "Reporting Excessive Absenteeism."
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:
  - a. Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
  - b. One or more meetings between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- (i) Illness related to physical or behavioral health of the child.
- (ii) Educational counseling;
- (iii) Educational evaluation;
- (iv) Referral to community agencies for economic services;
- (v) Family or individual counseling; and
- (vi) Assisting the family in working with other community services.

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

6. Reporting Excessive Absenteeism to the County Attorney.

The school may report to the county attorney of the county in which the person resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than ten (10) absences per semester. The school shall notify the child’s family in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

**Section 4 TARDINESS**

Tardy to School: Students will be considered tardy to school if they are not in their assigned class or ready and attentive in their assigned area when the bell for their first class rings. Students are considered tardy if they arrive after 8:05 a.m. and prior to 8:20 a.m. **Arriving after 8:20 a.m. will result in an absence rather than a tardy.**

Tardy to Class: Students will be considered tardy to class if they are not in their classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Students have a sufficient time period between all class changes to make it to their next assigned class on time.

**TARDY POLICY**

Students tardy to any class three times or more during the semester will be subject to the following consequences:

\*The individual classroom teacher will handle tardies one and two as per their guidelines.

\*For every subsequent tardy the student will be given an office referral. The following action will be taken in the office:

- 1st office referral .....1 Detention
- 2nd office referral .....2 Detentions
- 3rd office referral .....After Hours Session
- 4th office referral.....2 After Hours Sessions
- 5th and subsequent office referrals.....Action deemed necessary by the administration, which could include, but is not limited to: suspensions, reassignment, and/or being dropped from the class with a failing mark.

**Section 5 LEAVING SCHOOL**

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

**Section 6 ATTENDANCE IS REQUIRED TO PARTICIPATE IN ACTIVITIES**

*Students must attend school for a normal school day prior to participating in an activity.* This includes sports contests, dances, or any other co-curricular activities. Failure to attend on that day will result in a student being withheld from participation in the activity. A student must also be in attendance the three (3) periods prior to any practice in order to participate in the practice. The principal or activities director retains the right to grant participation should exceptional circumstances prevail.

**Section 7            MAKE-UP WORK**

Make-up work may be assigned for each day missed regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required. The time each student is allowed will be determined by mutual agreement between the student and teacher. The student has the responsibility to contact teachers, initially, regarding make-up assignments. Assignment sheets will be sent only for extended absences such as hospitalization or other prolonged illnesses. No assignment sheets will be sent out until after at least three (3) days of absence. If the parents or students have concerns prior to the three (3) days, they are encouraged to contact the teacher. Refer to Section 3 “Attendance and Absences” for more detail.

## Article 5 - Scholastic Achievement and Student Recognition

### Section 1 GRADUATION REQUIREMENTS

A graduate must earn a minimum of 260 credit hours in order to be eligible to graduate from Arlington High School. The following courses must be successfully completed.

#### Language Arts – 45 credit hours

English 9	10
English 10	10
English 11	10
Beginning Speech	5
English 12	10

#### Social Studies – 35 credit hours

World Geography	10
World History	10
American History-20 <sup>th</sup> Century	10
American Government	5

#### Mathematics – 30 credit hours

Algebra I*	10
Geometry	10
Math Elective	10

\* Students who passed Algebra I as an 8<sup>th</sup> grader will meet the 30 credit hour requirement with additional math electives.

#### Science – 30 credit hours

Physical Science	10
Biology	10
Science Elective	10

#### Practical Arts – 20 credit hours

Information Technology I	5
Information Technology II	5
Personal Finance/Economics	5
Remaining credits can be obtained from Business, and/or Consumer/Family Science, and/or Industrial Education, and/or additional computer classes.	5

#### Physical Education – 20 credit hours

Physical Education I/Health	10
P.E. Electives	10

#### Fine Arts – 10 credit hours

\*These credits can be earned in the areas of Instrumental (10), Vocal Music (10), Art (10) or a combination of Art (5) and Music (5)

#### Electives – 70 credit hours

Additional academic and vocational courses must be taken to complete the required number of credit hours for graduation.

**All seniors must complete all course work required for graduation prior to the commencement ceremonies in the spring in order to participate in those ceremonies. The counseling staff will communicate with parents on a regular basis regarding their son or daughter’s progress toward completing requirements for graduation.**

Exceptions to the above requirements may be made for students with disabilities upon the approval of the high school principal and the superintendent. Each student must be scheduled into a minimum of seven courses each semester. Graduation requirements and class schedules for any student who transfers into Arlington High School during his/her high school years shall be determined by the superintendent, high school principal, and counselor. Graduation requirements of the school of origin as well as the requirements of Arlington High School shall be taken in to consideration. No outside agency shall have the authority to grant credits applicable to graduation requirements for Arlington High School unless approved by the administration.

**Section 2 GRADING SYSTEM**

Grade Scales. Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building principal.

STUDENT EVALUATION SCALE: The grade scales to be used for reporting student progress in Arlington High School are as follows:

All classes except the \*Identified Classes will use a seven (7) point grading scale. The \*Identified Classes will use a ten (10) point scale. Notice that the pluses will receive higher mark points. The **only** difference between normal classes and \*Identified Classes is the seven (7) point and ten (10) point scale.

Normal Classes	*Identified Classes	Mark Points	
100-98	100-97	4.00	A+
97-96	96-93	4.00	A
95-94	92-90	3.67	A-
93-91	89- 87	3.33	B+
90-88	86-83	3.00	B
87-86	82-80	2.67	B-
85-83	79-77	2.33	C+
82-80	76-73	2.00	C
79-78	72-70	1.67	C-
77-75	69-67	1.33	D+
74-72	66-63	1.00	D
71-70	62-60	0.67	D-
69 Below	59 below	.00	F

The \*identified classes include: MATHEMATICS: Honors Geometry, Honors Algebra II, Algebra III, Calculus, Pre-Calculus LANGUAGE ARTS: College English I, College English II, Honors English BUSINESS: Macroeconomics, Information Technology III, Business Law, Wealth Building/ Personal Finance SOCIAL SCIENCE: Honors US History, SCIENCE: Chemistry, Physics, Physiology and Anatomy, Biology II, Chemistry II. FOREIGN LANGUAGE: Spanish III and Spanish IV (Students taking college level courses that exceed our offerings may be granted status as ‘identified’ and/or receive A+ status when an A is awarded with administrative approval.)

The preceding grade scales are expected to be used according to the following guidelines:

1. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
2. Grades and credit are assigned on a **mid-semester** (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred

to as *1st mid-semester*, first semester, *2nd mid-semester*, and second semester. The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

3. All mid-quarter grades are calculated on a cumulative basis *per semester*; i.e., the grade given at any point and time represents an evaluation of work done during that *semester*, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

### **Section 3 CUMULATIVE GPA**

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

The total number of credits attempted divided by the total number of mark points gives their grade point average. As they proceed through their career this accumulates at the end of each semester. Only semester grades are recorded in the students' records and only semester grades count toward his/her graduation and cumulative grade point average. Grade point average is used to determine salutatorian and valedictorian positions. This is done at the mid-semester point of the second semester and is calculated out to thousandths.

### **Section 4 ACADEMIC ELIGIBILITY**

All students at Arlington Junior-Senior High must maintain passing grades to be eligible to participate in co-curricular activities. This is determined on a weekly basis. A student's eligibility will be determined by their cumulative progress at the given time in the semester. Dances are considered co-curricular.

Students placed in the GRIP or ACRP programs will not be eligible for extracurricular events until the completion of their required homework, or time.

Students (grades 9-12) are subject to eligibility rules established by the NSAA: "to be eligible a student shall have earned 20 semester hours of school work for the immediate preceding semester." In addition, all students at Arlington Junior-Senior High must maintain passing grades to be eligible to participate in co-curricular activities. This is reported on a weekly basis. Following are the academic eligibility guidelines:

1. A student who is reported failing one class will have a one-week probationary period to revise the course grade to a passing mark. If after the one-week probationary period the student is still failing the class, he/she will be ruled ineligible for participation in all extracurricular activities. The suspension period will be until the first Tuesday it is determined the student is receiving a passing grade in all classes.
2. A student who is reported failing two or more classes will be immediately ruled academically ineligible for participation in all co-curricular activities. The eligibility period will be until the first Tuesday it is determined the student is receiving a passing grade in all classes.
3. Teachers who submit names to the ineligibility list will be responsible for initially contacting parents about the student's status.

Parents and staff should work together to develop a plan for student improvement.

\*Note: A student ruled academically ineligible will be allowed to practice during the suspension period. Ineligible students will not be excused from classes to attend an activity held during the school day.

### **Section 5 PROGRESS REPORTS**

Report cards are issued every nine weeks. These always reflect the students' cumulative grade at that time. Progress reports are made available for each student at approximately the first quarter and third quarter through each year.

### **Section 6 PROMOTION, RETENTION**

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

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

**Section 7 SCHEDULE CHANGES**

Students needing schedule changes should notify the principal. Schedule changes must be initiated by the teachers involved, the principal or guidance counselor, and students’ parents. Final approval of all schedule changes will be made by the Principal only.

**Section 8 INTERIM REPORTS**

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

Included in the academic improvement report will be a request from the teacher for parents to contact the teacher by phone to discuss the student’s academic progress. Teachers will arrange with the parents for days when the student can meet with the teacher outside the regular class period until the student returns to satisfactory academic standing.

**Section 9 REPORT CARDS**

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

**Section 10 PARENT-TEACHER CONFERENCES**

Parent-teacher conferences will be held during each semester. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with one or more teachers as needed.

**Section 11 STUDENT RECOGNITION**

Part 1

**HONOR ROLL**

Those students who have achieved a grade average of 3.75 or above achieve Honor Roll with Distinction. Honor Roll is composed of those students who have achieved a grade average of 3.5 or above. Those students who have achieved a grade average of 3.0 or above receive Honorable Mention. (Students may not have any grade lower than a “C” to be considered for any honor roll distinction.)

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

- i) Students who earn a GPA of 3.75, or above will be recognized as students with DISTINCTION.
- ii) Students who earn a GPA of at least 3.5 will be classified as students with HONOR.
- iii) All class grades are figured the same for honor roll status.
- iv) Honor roll lists are published in the Arlington Citizen and Fremont Tribune each quarter.

Part 2

**ACADEMIC RECOGNITION**

The students will be given an academic award by the principal’s office for achieving three, five, and seven semesters on the Honor Roll and/or the Honor Roll with Distinction. These awards will be given at Honors Night. Those middle school students that are on the Honor Roll or Honor Roll with Distinction for both mid semesters and first semester will receive recognition during the Middle School Awards Ceremony.

Part 3

**PERFECT ATTENDANCE**

Those students that are absent four or less periods over the course of the school year will be awarded ‘Perfect Attendance.’ These students are recognized at the Middle School Awards Ceremony or Honors Night.

**Section 12        NEBRASKA STATE ASSESSMENT REQUIREMENTS**

All students' grades 7-8 will be required to take the Nebraska State Assessment tests, NSCAS. Required tests currently include math, English/language arts, and science.

Incoming ninth grade students who fail to meet the required state proficiency levels on any Nebraska state assessment may be remediated in the individual courses they are not proficient in. Remediation may include remedial courses in either summer skills or during the regular semester. Middle school students may be remediated during their scheduled learning lab. Please note; the additional course could possibly cause conflict in scheduling electives or study halls.

All juniors will be required to take the ACT test. The ACT test will be administered in the second semester and students will take all of the state required portions of the test. Currently, the required sections include English, Reading, Math, Science, and Writing.

## Article 6 - Support Services

### Section 1 SPECIAL EDUCATION IDENTIFICATION AND PLACEMENT PROCEDURES

#### What Does Special Education Mean?

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

#### How are Students with Disabilities Identified?

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

#### Students Who May Benefit

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

#### Independent Evaluation

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

#### Reevaluation

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

#### Individual Education Program (IEP)

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

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

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

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

#### Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated with students who do not have disabilities, to the maximum extent possible. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. Determination of a student's educational placement will be made by a team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities. Team members know the available programs and services which might help the student. Parents are asked for written consent to determine whether or not they approve the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents a reasonable time before the school district:

1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or
2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

#### Alternative Programs

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

#### Transportation of Students Receiving Special Education

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

#### Access to Student Records

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

#### Nonpublic School Students

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

#### Parental Review of Programs

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

#### Plans and Budget

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

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

## **Section 2            GUIDANCE SERVICES**

The Arlington Public Schools employs guidance counselor(s) for the purpose of implementing and facilitating a comprehensive guidance program as directed by the state of Nebraska which includes; assisting with the district's testing program, scheduling, and vocational exploration. The guidance program also allows for students to discuss problems as well as resolve conflicts. If you wish to see a counselor, stop by a counselor's office and make arrangements for an appointment.

## **Section 3            HEALTH SERVICES**

### Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: Temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves. Please include emergency daytime phone numbers on your child's enrollment card so that you can be reached if your child becomes ill or injured while at school. Please also inform your school health office staff of health related information you feel is important for your student's success in the classroom and/or safety at school.

### Guidelines for Administering Medication

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

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

### School Health Screening

Children in Preschool and Kindergarten through fourth grade, as well as children in seventh and tenth grade are screened for vision, hearing, dental defects, height and weight. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse may also be screened. Parents are notified of any health concerns as they are identified. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office where their child attends at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

### Physical Examination

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

Immunizations

**Summary of the School Immunization Rules and Regulations  
For 2021-2022 School Year**

<b>Student Age Group</b>	<b>Required Vaccines</b>
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1 <sup>st</sup> Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 <sup>th</sup> birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 <sup>th</sup> grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: <http://www.hhs.state.ne.us/reg/t173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)

**Updated 1/25/2017**

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

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

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be used when enrolling a new student in school. If your child is registering with Arlington Public Schools for the first time, you may obtain this document from the

Bureau of Vital Statistics in the state in which your child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

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

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

#### Guidelines for Head Lice

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

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

\*Nit removal will be emphasized for effective management of the condition. For more information, call the nurse.

#### Physical Restrictions

Any restrictions on a student's participation because of illness or injury in physical education or other classes which requires physical activity should be communicated to the instructor, preferably in writing. If a student is unable to participate in an activity class, he or she will be restricted from active participation in athletic, dance squad or cheerleader practices. Coaches will be informed by the classroom teacher of any temporary restriction on activity.

#### Abortion Notification Law

In 1991, the Nebraska Legislature passed a bill that may impact you if you are under the age of 18. If you get pregnant, you will not be able to get an abortion without having your parents notified. In the event that you do not wish to have your parents notified, you may appear before a judge and explain why you do not feel your parents should be notified.

#### Guidelines for Pregnant and Parenting Students

Arlington Public Schools recognizes that pregnant and parenting students have the right and responsibility to attend school. This attendance right and responsibility applies to students regardless of their marital or parental status. Further, the district will educate pregnant and parenting students and will provide reasonable accommodations to support and encourage all pregnant and parenting students to obtain their high school diploma. No student will be excluded from, denied the benefit of, or discriminated against under any educational program or activity because of pregnancy or parenting responsibilities.

#### Attendance and Leave of Absences

Pregnant and parenting students will be permitted to attend to their own health care, their child's medical care, or other pregnancy- or parenting- related appointments with the benefit of having any such absences or tardiness excused. A student will be permitted to take a leave of absence for pregnancy, childbirth, and any other pre- and post-natal related medical needs, along with recovery therefrom for the duration that is deemed medically necessary by the student's licensed health care provider. At the conclusion of the leave of absence, a student will be immediately enrolled in the district at the same grade and status as when the leave began. Pregnant and parenting students shall be allowed to participate in all activities including extracurricular activities throughout

the student's pregnancy and thereafter unless the district deems such participation poses a substantial risk of injury to the student or to others. A pregnant and parenting student may be asked to obtain certification from the student's licensed healthcare provider regarding the student's safe participation in an extracurricular activity when such certification is required of students for other conditions which require the attention of a licensed healthcare provider.

Any absences accumulated due to pregnancy or pregnancy-related conditions, or care for an ill child, should not count towards any district policies in effect under compulsory attendance requirements. Pregnant and parenting students with excused absences or tardiness shall be treated like all other students with excused absences or tardiness for any other medical reasons.

Pregnant and parenting students will be provided with assignments, classwork and any additional support needed to ensure that the student can keep up with class requirements when absent for pregnancy or parenting-related absences.

#### Alternative Means to Complete Course Work

The district will provide at least one alternate method, in addition to traditional classroom instruction, to keep pregnant and parenting students in school. Such accommodation(s) may include accessing coursework on-line, home-based independent study, or at-home tutoring. Alternative methods of instruction or other alternative program for pregnant and parenting students are voluntary for the student who may elect whether to engage in an alternative method of instruction or the traditional methods of instruction available to their peers. Pregnant and parenting students shall be allowed to attend their regular classrooms and complete regular coursework.

#### Lactation

The district will provide reasonable time and space to accommodate lactating students to express breast milk or breastfeed during the school day. Such accommodations will be in a location, other than a bathroom or closet, that is private, clean, has an electrical outlet, a chair and is reasonably accessible. Students shall also be provided a food safe refrigerator to store breast milk safely.

#### Child Care

If in-school child care is not provided, a list of qualified licensed child care providers will be provided upon request to pregnant or parenting students. Such list will be updated annually and include providers that participate in the quality rating and improvement system and meet all of the quality rating criteria for at least a step three rating pursuant to the Step Up to Quality Child Care Act. Nothing in this policy is intended to prohibit or limit any referral for a student or a student's child to an early head start program or any other available community resources.

#### Privacy and Confidentiality

Pregnant and parenting students have the right to have their health and personal information kept confidential in accordance with law. School staff will make every effort to keep personal information and health records confidential and in compliance with Nebraska and federal law.

Information about students' pregnancies and related conditions will not appear in their cumulative records and will not be used when they are being considered for educational or job opportunities, awards or scholarships.

#### Other Accommodations

Pregnant and parenting students may request additional reasonable accommodations to ensure continued participation and enrollment in school. Accommodation requests will be evaluated on a case-by-case basis. Such accommodations may include but are not limited to: additional frequency allowed for bathroom breaks, additional time allowed in between class periods, a larger desk or additional work space, and adjustments to requirements for physical education as needed. Students seeking additional reasonable accommodation should make such requests to the building principal.

#### Bullying and Harassment

Pregnant and parenting students have the same rights as other students to be free from discrimination, bullying, and harassment. Such school policies are incorporated herein and apply to all students.

#### **Section 4        ADVISOR/ADVISEE PROGRAMS**

Students in seventh through twelfth grades will participate in an advisor/advisee program. Each student will be assigned to a faculty member to be part of a group made up of 7-8 graders and 9-12 graders. The activities of the advisory group may include but not be limited to the following:

1. Orientation to the school and its procedures and organization of academic materials, class preparation and time.
2. Advocacy for the student with other staff members and students.
3. A means of representation on student council and internal communication system.
4. Delivery of designated curriculum.
5. Implementation of the student academic monitoring program.

#### **Section 5        PARENT WEB ACCESS**

Authorized parent(s) and/or guardian(s) have access to various items of their child's school records via the web. Some of the available items are: Attendance records, Discipline/Behavior records, Assignments, Report Card Grades, Student Class Schedule, Student Progress and Transcripts. Each school within a district will have the ability to determine what is displayed for their school, both modules and fields. Only modules available for that school will display.

Users will create an id and password the first time that they go to the web-site. A single user id may have access to multiple children or a single child. There may be multiple users with access to the same child.

To log in to the Parent Web as an authorized user or to apply for authorization, follow the steps below:

1. Open your browser.
2. At the address line, type [www.apseagles.org](http://www.apseagles.org)
3. Go to Parent Information.
4. Click on Student Record Access

For users that already have a User ID and Password setup with the district, follow the steps below:

Enter your **User ID**.  
Enter your **Password**.  
Click **Sign In**.

If you **do not** have a User ID and Password, follow the steps below:

Click on the **Sign Up Now!** link to apply as a member, click the link, fill in the application and submit the form. The district will notify you when your application has been processed. Please read the instructions for submitting.

#### **Section 6        ADDITIONAL ACADEMIC RESOURCES**

##### **Grade Recovery Intervention Program (GRIP)**

The purpose of the GRIP program is to provide extended learning time for students who are failing or near failing. Therefore, when a student has a D or an F, they may be placed in the GRIP program to assist in finishing any incomplete work. The GRIP program is designed to provide an additional learning environment outside of the normal academic day, with the availability of an individual instructor. Students will be placed in GRIP only when it is seen as helping them academically. Students will not be placed in the GRIP program as a punitive action. Once students have completed the required schoolwork, they will be excused from GRIP.

Individual students that remain on the ineligible list and are failing **two or more** classes may be placed in the Lunch GRIP program. Students that continue to struggle academically may also be placed in after hours for additional assistance. After Hours will operate from 3:30 – 5:30 pm on Tuesday or Thursday evenings.

##### **The Attendance Credit Recovery Program (ACRP)**

The purpose of ACRP program is to avoid the loss of credit due to excessive attendance issues. Any student with more than 10 absences will be placed in ACRP. Activity or school related absences will not be included when determining ACRP. Failure to complete ACRP can lead to a loss of credit.

GRIP and ACRP will run together on Monday – Thursday from 3:30 – 4:15 pm. Designated GRIP and ACRP time will take precedence over extra-curricular events. GRIP time may also be provided over the lunch period. If a student

is assigned to GRIP or ACRP, they will be excused to attend extra – curricular activities at the completion of their assigned time.

Skipping assigned GRIP or ACRP time will result in the following punitive action being taken.

First offense	Detention
Second offense	Two detentions
Third offense	After hours
Fourth offense	Two after hours
Fifth offense	Suspension

GRIP / ACRP will be required at the completion of the punitive action. Further absences from either program will result in additional consequences up to expulsion.

**GRIP / ACRP Rules**

1. Show up on time
2. No Food or Drink
3. Come prepared
4. No Talking

**EAGLE SUCCESS PROGRAM**

Middle School students are required to complete all homework. Students and parents should make certain that homework is completed at home. When students are unable to complete homework at home, they will be provided time to complete their homework at school by using the Eagle Success Program.

Teachers will refer students to a Lunch ESP. When students are assigned lunch ESP, the student will report directly to the lunch ESP room and will begin work immediately. Students will be provided a lunch. Homework will be completed during lunch. If a student does not complete the homework during lunch for two consecutive days, the student may be given an after school ESP to complete the homework. The student will stay until the homework is completed or until the supervisor sends them home.

## Article 7 – Drugs, Alcohol, and Tobacco

### Section 1 DRUG-FREE SCHOOLS

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

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

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

#### Drug and Alcohol Use and Prevention.

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

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

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

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

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

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

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

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

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

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

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.

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

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

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

The possession, selling, dispensing, use or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant on school grounds, or during the educational function or event off school grounds, or off school grounds if there is a substantial interference with school purposes, is prohibited.

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

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

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

**Authorized Use:**

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

**Disciplinary Sanctions:**

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

**Intervention:**

The Arlington Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

**Administration:**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

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

NOTICE TO PARENTS: Pursuant to the provisions of the Every Student Succeeds Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

## Article 8 - Student Rights, Conduct, Rules and Regulations

### Section 1 STUDENT CONDUCT AND DISCIPLINE POLICIES

The common goal of students, parents, faculty and administration of Arlington Public Schools is to maintain a school atmosphere which is conducive to learning. In order to achieve this, Arlington Public Schools will continue to review and distribute a set of reasonable and fair rules and policies. VIOLATIONS OF THE ARLINGTON PUBLIC SCHOOL'S RULES AND POLICIES WILL RESULT IN DISCIPLINARY ACTION.

#### Part 1 - Forms of School Discipline

##### SANCTIONS

The principal or their designees are delegated full authority and are authorized to take all action appropriate or necessary to implement student disciplinary sanctions in the Arlington Public Schools. Actions taken include, but are not limited to, the following:

A. **OFFICE DETENTIONS:** Detentions must be served on the day that they are given or they may begin on the following day if transportation needs to be arranged (this includes the bus students.) Detentions are not scheduled around student work schedules. Students are to report to the designated detention room by the 3:35 bell and leave the building upon dismissal. Students who have not reported by the bell will not be admitted and treated as if they skipped their detention. **Detentions run from 3:30 - 4:15. Students must bring something to study or to read.** No talking, eating, or sleeping is allowed in detention. Students may not get up out of their seats unless granted permission by the supervisor. Failure to follow these guidelines will result in removal and further disciplinary action. Skipping a detention will result in double detentions to begin the day following the skipped detention (not given the one-day leeway in this instance.) Failure to serve this time will result in further disciplinary intervention, up to suspension from school.

B. **IN-SCHOOL SUSPENSION:** Students so placed are in affect being given another opportunity to succeed in school. They will work on regular school assignments in a designated area from 8:05 a.m. until 4:15 p.m.

C. **AFTER HOURS SESSION:** After Hours Sessions are slots of time outside of the school day (evenings and/or Saturday mornings) assigned to students. The typical After Hour Session will last three hours or more. This is an alternative to in-school suspension and short-term out-of-school suspension. In these sessions students may be required to complete an instructional segment. When this is completed they may work on activities related to academic classes. If all schoolwork is completed students will be allowed to read "appropriate" books (DEAR books). Magazines will not be allowed unless they are being used to support research for academic projects. Students must come prepared with enough work to fill the assigned time. All of the rules of in-school suspension apply. Students who fail to report on the assigned date and at the assigned time will receive two days out of school suspension.

D. **ACTIVITY SUSPENSION:** A student may be denied participation in or attendance at school sponsored activities for a period of time.

E. **LOSS OF PRIVILEGES:** A student may be denied access to a privilege previously granted them such as computer usage, parking lot usage, pass privileges, lunch room privileges, and others.

F. **SHORT-TERM SUSPENSION** - A suspension for any portion of a school day up to and not exceeding FIVE consecutive school days. Students will have the opportunity to complete work missed while suspended.

G. **LONG-TERM SUSPENSION** - A suspension that exceeds five school days but less than twenty school days.

H. **EXCLUSION** - any student may be excluded from school under the following circumstances: if the student has a dangerous communicable disease transmittable through normal school contacts and poses an eminent threat to the health and safety of the school community; if the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

I. **EXPULSION** - A denial from attendance in all schools for an indefinite period of time. An expulsion also may include a denial of admission to or entry upon real and personal property that is owned, leased, rented, or controlled by the school district.

J. **MANDATORY REASSIGNMENT** - The involuntary transfer of a student to another school in connection with any disciplinary action.

#### Part 2 - Authority of School Personnel

##### Authorized Actions by Administrators and Teachers.

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, *but need not be limited to*, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. [Ref. § 79-258]

### **Part 3 - Attendance as Related to Discipline**

#### **Compliance with Other State and Federal Laws.**

If a student is suspended, expelled, or excluded from school or from any educational function pursuant to the Student Discipline Act, such absence from school shall not be deemed a violation on the part of any person under any compulsory school attendance statutes. Any suspension or expulsion under the act shall comply with the requirements of the Special Education Act and the requirements of the federal Individuals with Disabilities Education Act, 20 U.S.C. 1401 et seq. [Ref. § 79-259]

#### **1. Emergency Exclusion.**

**A. Grounds.** Any student may be excluded from school in the following circumstances:

**1. Disease.** If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community. [Ref. § 79-264(1)(a).

**2. Conduct.** If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education. [Ref. § 79-264(1)(b).

#### **B. Duration and Procedures.**

**1. Generally.** Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers described immediately above. [Ref. § 79-264(2)]

**2. Exclusion for Five Days or Less.** The same procedures for short-term suspension also apply to emergency exclusion if such exclusion is for five days or less. [Ref. § 79-264(1) & (3)]

**3. Exclusion Over Five Days.** If the superintendent or his/her designee determines that the exclusion will extend beyond five days, the following procedural provisions must be used: [Ref. § 79-264(3)]

**a. Hearing/Final Determination.** The school board must adopt a procedure for a hearing to be held and a final determination made within ten (10) school days after the initial date of exclusion. [Ref. § 79-264(3)]

##### **b. Procedural Compliance.**

The procedure adopted by the school board must substantially comply with the disciplinary actions which require due process [*i.e., long-term suspension, expulsion and reassignment*] and such provisions shall be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period. [Ref. § 79-264(3)]

#### **2. Short-Term Suspension:**

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

a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or

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

#### **The following process will apply to short-term suspensions:**

a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the

charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.

- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
- e. A student who on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

### **3. Long-Term Suspension:**

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

### **4. Expulsion:**

**a. Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred **(a)** within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, **or (b)** within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, **or (c)** unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

**b. Suspensions Pending Hearing.** When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of **(a)** interference with an educational function or school purpose **or (b)** a personal injury to the student himself or herself, other students, school employees, or school volunteers.

**c. Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law. Alternative Education- Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the principal or another student representative assigned by the principal, and a representative of the community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with the law.

**d. Alternative Education.** Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young

people or that is involved with juvenile justice to develop a plan for the student in accordance with law.

**e. Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.

**f. Students Subject to Juvenile or Court Probation.** Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

#### **5. Other Forms of Student Discipline:**

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

A. Failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

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

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

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products, (such as e-cigarettes), alternative nicotine products, tobacco product lookalikes and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable

belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or

b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify the one-year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions: (a). Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent. (b). The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function. (c). A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function. (d). The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds

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

a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.

b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

#### D. Additional Student Conduct Expectations and Grounds for Discipline.

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

## Section 2 GENERAL STANDARDS FOR BEHAVIOR

### Student Appearance:

Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants, etc.) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so

as to be revealing or drag on the ground.

- b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
- e. Head wear including hats, caps, bandannas, and scarves.
- f. Clothing or jewelry which exhibits nudity, makes sexual references, contains inappropriate double meanings, or carries lewd, indecent, or vulgar meanings, messages, or images.
- g. Clothing and accessories must not promote racial, violent, or socially offensive images, symbols, or language
- h. Clothing or jewelry that is gang related.
- i. Students must wear shoes.
- j. Visible body piercing, body art, or body alterations that are disruptive to the learning environment, or pose a safety issue.

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

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

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

### **Harassment and Bullying Policy:**

It is the policy of Arlington Public Schools that bullying type behavior is not to be permitted. **Bullying** will be defined as the intentional harmful behavior initiated by one or more students and directed toward another student. Bullying exists when a student with more social and/or physical power deliberately dominates and harasses another who has less power. Bullying is unjustified and typically repeated. Bullying can take the form of physical, verbal, emotional, sexual, or racial.

**Cyberbullying** is a form of indirect or social bullying that uses technological communications to humiliate, harass, embarrass, tease, intimidate, threaten, or slander one or more students. Cyber bullies use social media, instant messages, text messages, e-mail, chat rooms, cell phones, and personal websites or blogs. Cyber bullying is the act of being cruel to others by sending or posting harmful material or compromising photographs online or through a cell phone.

These guidelines are established to respond specifically to bullying behavior. Students and parents are advised that other response measures are also in place and set forth in Article 10 of this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

- (i) Step One: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student.

If, in the school's opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.

- (ii) Step Two: The second time school personnel become aware of a harassment incident, the student's parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.
- (iii) Step Three: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student to the Harassment Program level set forth below which the school authorities determine to be appropriate.
- (iv) Step Four: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

#### Harassment and Bullying Program--Levels:

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

All forms of bullying will be treated in a way to protect the victim and to provide a safe and secure environment in which to learn. The bullying program has been created to separate bullies from victims. Although the bullying program is set up with this purpose, bullying situations are all unique so variances of this program will match the specific needs of the individual situation.

Level I: The guidelines for a Level I placement are listed below.

- a. The length of the assignment will be for a minimum of two weeks.
- b. The student will arrive at school no sooner than 8:10 a.m. and will immediately report to the office.
- c. The student will eat on campus at an assigned table.
- d. The student will report to an assigned room at the end of the day, and will remain until 3:45 p.m. or until the scheduled departure of the bus if the student rides the bus. This will allow all other students to leave the school grounds in safety.

Level II: The guidelines for this level are listed below.

- a. The length of the assignment will be for a minimum of two weeks.
- b. The student will arrive at school no sooner than 8:10 a.m. and will immediately report to the office.
- c. The student will eat on campus at an assigned table.
- d. The student will report to an assigned room at the end of the day, and will remain until 3:45 p.m. or until the scheduled departure of the bus if the student rides the bus.
- e. The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.

Level III: This is a long term assignment. The guidelines are listed below.

- a. All items listed in Level II will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.
- b. The length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year.

### **Inappropriate Public Displays of Affection (IPDA):**

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

**1st Offense:** Student will be addressed and directed to cease

**2nd Offense:** Student will be addressed, directed to cease, parents will be notified, and detentions or further action may be taken.

**3rd Offense:** Student will be considered to be insubordinate for failure to follow administrative directive. Actions may include detentions and/or suspensions.

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

### **Electronic devices:**

In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices. Although Arlington Public Schools encourages the use of individual student devices, it is important that while at school regardless of the device, students are expected to adhere to school policy regarding the use of technology. Additionally, Arlington Public School is not responsible for lost or stolen devices.

b. Definitions.

- (1) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, laptop computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
- (2) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
  - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
  - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
  - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

- (1) Students are permitted to possess and use electronic devices before school hours, at lunch time, during passing periods, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (2) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (3) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

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

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

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

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

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

(3) Penalties for Prohibited Use of Electronic Devices: Students who send or encourage another to send a "sexting" message shall be subject to disciplinary action. Students who receive a "sexting" message are to report the matter to a school administrator and then

follow the protocol outlined by administration or law enforcement agency. Students shall not participate in sexting or have any “sexting” message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion.

- (4) **Reporting to Law Enforcement:** Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. **Responsibility for Electronic Devices.**  
Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students’ electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

### **Dating Violence:**

Arlington Public Schools strives to provide safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated.

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

Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District’s authority.

### **Academic Integrity:**

a. **Policy Statement:** Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student’s level of learning and progress, to provide a level playing field for all students, and to develop appropriate values. Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

b. **Definitions:** The following definitions provide a guide to the standards of academic integrity:

(2) **“Cheating”**

Means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) **Tests** (includes tests, quizzes and other examinations or academic performances):

(1) **Advance Information:** Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(2) **Use of Unauthorized Materials:** Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if

the student looks at personal notes or the textbook during the test.

(3) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(4) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

(5) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.

(b) **Papers** (includes papers, essays, lab projects, and other similar academic work):

(1) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(2) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(3) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially rewritten by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(4) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(5) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) **Alteration of Assigned Grades.** Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "**Plagiarism**" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

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

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

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

or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

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

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

### **Forgery:**

The forging of parent/guardian or another student's signature on any letter to the school or on any school document will result in disciplinary action.

### **Computers:**

Student direct or indirect use of district computers, which results in offensive, personal or commercial messages or damage to, misuse of, or interference with computer programs or computer stored information belonging to the district or to other students, may result in loss or computer privileges and/or disciplinary action.

### **Assault and Fighting:**

A student shall not intentionally cause or attempt to cause physical injury or intentionally behave in such a way as could reasonably cause physical injury to any person. Any student involved in fighting or promoting fighting shall be subject to disciplinary action. Assault or fighting will be defined as a verbal or physical altercation causing a disruption to the educational process. Fighting may constitute a crime and legal authorities may be notified. Students will be suspended for fighting and may be expelled for assault (except that the principal may waive the suspension if the principal at his/her discretion determines that a student was acting solely in self-defense).

### **Trespassing:**

Students are not to enter or remain on any school district property without proper authorization. Violators will be subject to disciplinary action, suspension, and/or expulsion and possible ticketing from law enforcement. Students on school property while on suspension and/or expulsion are subject to additional disciplinary action and arrest for criminal trespass.

### **Tobacco:**

Possession or use of tobacco, tobacco products, electronic smoking devices with nicotine oil, or look-alike tobacco products, in any form (including smokeless tobacco products) by students is prohibited on school property or premises or at any school activities. (for more details, see article 7)

1<sup>st</sup> offense- minimum 2 day out of school suspension

2<sup>nd</sup> offense and additional offenses-minimum 3 day out of school suspension up to and including expulsion

### **Alcohol/Drugs:**

Possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting substances, and/or drug paraphernalia

1<sup>st</sup> offense-minimum 5-10 day out of school suspension up to and including expulsion

2<sup>nd</sup> offense and additional offenses-minimum 10 day out of school suspension up to and including expulsion

Type of drug, intention to distribute, and other factors will determine severity of disciplinary action. **ANY DRUG OFFENSE COULD RESULT IN EXPULSION.** (for more details, see Article 7)

**Theft:**

The school does not take responsibility for items stolen or lost at school. Do not bring valuables to school. Theft of school property or another student's property may result in suspension.

**Bus/Van Transportation:**

Riding school transportation, including bus, van, or automobile will be considered an extension of the school day; therefore, all rules governing student conduct will apply to students riding school transportation. The driver is a school official and has the authority to control students. Students are expected to be respectful of the rules that are established by the drivers and to be courteous and cooperative passengers. Violation of transportation rules result in loss of the riding privileges and/or school consequences. Absolutely no eating or drinking on the bus unless previously approved by the driver. Repeated violation of school bus/van rules will lead to loss of bus privileges.

The following are rules for conduct regarding transportation services:

**STUDENT CONDUCT RULES ON SCHOOL BUS:**

Students are expected to discipline themselves and comply with the instructions of the bus operator. The bus driver will be in full charge of the bus and the passengers. Disturbances that might distract the driver can endanger the safety of the passengers; therefore, misconduct on buses will not be tolerated and can result in loss of riding privileges. Please call the school office with questions or concerns:

Elementary: (402) 478-4121 MS/HS: (402) 478-4171 District: (402) 478-4173

**RULES OF CONDUCT**

Riding the bus/van is a privilege not a right. The following are standard district-wide regulations to be enforced on all vehicles.

1. Students should always be at the bus stop at least 5 minutes before the bus is scheduled to be there. Students should remain well back from the roadway (or pick-up point) while awaiting the arrival of the bus and not move to board the bus until it is stopped and the door opens.
2. Students will be picked up or dropped off at designated stops unless prior arrangements have been made with parents/guardians.
3. No extra rider without authorization or prior approval.
4. Student will enter and exit the bus in an orderly fashion and go directly to a seat.
5. Students should remain seated, not standing or leaning over the seat in front of or behind them.
6. Students will keep their hands, arms and heads inside of the bus. Bus driver approval is required for operation of windows. In addition, legs and arms should be kept within the seating area – not in the aisle.
7. Students should assist in keeping the bus clean and sanitary on the inside. Use trash cans in the front and back of the buses for trash.
8. Bus riders are expected to be courteous and obedient toward the bus driver and other school employees.
9. Throwing any object while on the vehicle is prohibited.
10. Smoking and/or the use of any tobacco product and possession of alcoholic beverages or drugs in a student transportation vehicle is prohibited at all times.
11. Students must be respectful of bus property and the property of other passengers.
12. Hitting, shoving, fighting, etc. are prohibited.
13. Students should not eat or drink on the bus/van. Individual drivers may waive this regulation for particular situations.
14. Students should adhere to the seating chart given by the driver.

**Substitute Teacher:**

Substitute teachers are to be treated as guests in the school. In order for class to move on as close to normal as possible, students are expected to be on their best behavior. The regular classroom teacher and/or administrators may **double** consequences when negative behavior occurs with a substitute teacher.

**Locker Room:**

Students may not enter locker rooms unless he/she has PE that period. If a student needs to get into the locker room, a staff member must escort him/her. Students are not to be in the locker room before or after school without supervision. Students are responsible for their own possessions. All items are to be locked in the lockers. Periodically, locker rooms will be cleared out and material left out on the floor will be discarded.

### **Specific Rule Items:**

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

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

## **Section 3 REPORTING STUDENT LAW VIOLATIONS**

### Law Violations

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District's policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
  - (a) Knowingly possessing illegal drugs or alcohol.
  - (b) Aggravated or felonious assault.
  - (c) Vandalism resulting in significant property damage.
  - (d) Theft of school or personal property of a significant nature.
  - (e) Automobile accident.
  - (f) Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.

When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

## Section 4 DUE PROCESS PROCEDURES

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or her designee.
2. If the Principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, the student may be suspended by the Principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the Superintendent.
3. The Principal or his or her designee shall serve by registered or certified mail or by personal service the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said notice shall include the following
  - (a) The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
  - (b) The penalties to which the student may be subjected and the penalty which the Principal, or his or her designee has recommended in the charge.
  - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
  - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
  - (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
  - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee shall automatically go into effect.
6. If a hearing is requested more than five school days following the actual receipt of the written notice, but not more than thirty calendar days after actual receipt, the student shall be entitled to a hearing but the punishment imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.
8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

### Hearing Procedure:

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be

available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.

2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, and the student, the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the Arlington Public Schools Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing, the student may testify in his/her own defense in which case he/she shall be subject to cross-examination nor will any conclusion be drawn therefrom. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, student's parents or guardian or their legal representative.

8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student, the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.
12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than three members shall, within ten school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

## **Article 9 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations**

### **Section 1 EXTRA-CURRICULAR PROGRAMS**

Extra-curricular programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. The Arlington Public Schools will adhere to the rules and regulations set forth in Title IX guidelines on sex discrimination as well as other pertinent rules and regulations.

### **Section 2 ACTIVITY PHILOSOPHY**

Activities are considered an integral part of the school's program of education which provides experiences that will help boys and girls physically, mentally and emotionally. The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. We believe that participation in activities, both as a player and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, to the team, to the student body, to the community and to the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better people and citizens.

#### Safety

The District's philosophy is also to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. In addition, the District requires that activity team members travel to and from out-of-town events as a unit. Any exceptions to this rule must be approved by both the parents and the coach/sponsor and should be done in writing prior to the departure to the event. The note should be given to the Principal. Only those people involved with the activity will be allowed to travel in the school vehicle.

#### Concussions

In compliance with the Nebraska concussion law LB260, athletes presenting signs, or symptoms of a concussion will be (a) be removed from competition, and (b) may not return to participation until evaluated by an appropriate licensed health care professional, and (c) must provide written and signed clearance from both the parents and licensed health care professional in order to return to play. In compliance with the Nebraska concussion law LB782/AM2057, return to learn protocol will be utilized for students who have sustained a concussion and return to school.

#### Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

### **Section 3 ACTIVITY CODE OF CONDUCT**

This activity code of conduct is supplemental to the Arlington Public Schools student code of conduct which is in Article 8 of this handbook and any action taken hereunder may be in addition to any action under the student code of conduct said policy.

#### Grounds for Extracurricular Discipline

The grounds for suspension from practices, participation in interscholastic competition, or other participation in extra-curricular activities and competitions are set forth below. In becoming familiar with the conduct rules for

extracurricular activities, participants need to remember that they are not only representing themselves, but also, their school and community in all of their actions. Special conduct rules exist for the reasons that:

Participants in Activities Assume Responsibility for Leadership and are Representatives of Our School: Participants in extra-curricular activities assume a leadership role. The student body, the community and other communities judge our school on the students' conduct and attitudes, and how they contribute to our school spirit and community image. The students' performance and devotion to high ideals make their school and community proud.

Activities are a Privilege: Extra-curricular activities have an important place in the educational program of the Arlington Public Schools. It is a privilege for the students who choose to participate. Students who participate and are accepted into the program are expected to demonstrate cooperation, patience, pride, character, self-respect, self-discipline, teamwork, sportsmanship, and respect for authority. It is the belief that accepting responsibility for one's actions are a part of that philosophy.

The conduct rules apply to conduct of the student, regardless of whether the conduct occurs on and off school grounds. (If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct). The conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
3. Sexual assault or attempting to sexually assault any person.
4. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property.
5. Causing or attempting to cause personal injury to a school employee, to a school volunteer, to any student, or to any other person.
6. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
7. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
8. Engaging in the selling, using, possessing or dispensing of alcoholic beverages, tobacco, E-Cigs, narcotics, drugs, controlled substance, inhalant or being under the influence of any of the above; or possession of drug paraphernalia. (Note: The term "under the influence" for school purposes has a less strict meaning than it does under criminal law. For school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant. In addition, "possession" of alcohol or drugs will be considered to have occurred for purposes of school rules if the student is in such close proximity to alcohol or drug (for example, a student being in a car where alcohol is in the back seat and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at a student party at which other students are drinking) that school officials may reasonably determine that the student was in "possession" of the items as well).
9. Engaging in the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401, of the Nebraska statutes, or material represented to be alcoholic beverages, narcotics, drugs, controlled substance or inhalant.
10. Truancy or failure to attend assigned classes or assigned activities.
11. Tardiness to school, assigned classes or assigned activities.
12. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
13. Public indecency.

14. Repeated violation of any of the rules adopted by the school district or the school.
15. Engaging in any unlawful activity as determined by the United States or the State of Nebraska.
16. Dressing in a manner wherein such dress is dangerous to the student's health and safety or to the health and safety of others or is distracting or indecent to the extent that it interferes with the learning and educational process.
17. Willfully violating the behavioral expectations for those students riding the Arlington Public Schools' buses.
18. The knowing and intentional possession, use, or transmission of a firearm or other dangerous weapon in a place where such items are prohibited.
19. The knowing and intentional use of force in causing, or attempting to cause, personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary.
20. Failure to report for the activity at the beginning of each season; reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
21. Failure to participate in regularly scheduled classes on the day of an athletic/activity event.
22. Failure to attend all scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
23. All other reasonable rules or regulations adopted by the coach or supervisor of an extra-curricular activity shall be followed, provided that participants shall be advised by the coach or supervisor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
24. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

### **Drug and Alcohol Violations:**

#### **A. GENERAL CONDUCT**

Any conduct harmful to the image of the Arlington Activities Program merits immediate discipline from the coach/sponsor and activities director. Examples of poor conduct include, but are not limited to, skipping practice, poor citizenship, poor sportsmanship, illegal acts, violent behavior and other such conduct. Sanctions for poor conduct will be determined by the coach/sponsor/Activities Director and approved by the building principal. Some conduct may be serious enough to merit suspension, forfeiture of varsity letter and award nomination eligibility as well as dismissal from the team.

#### **B. TOBACCO**

Any student determined to be engaged in the possession or use of tobacco, tobacco products, electronic smoking devices with nicotine oil, or look-alike tobacco products.

First offense: Two-week suspension from participating in all co-curricular activities, events, and/or contests.

This can be reduced to a one-week suspension if a tobacco evaluation of the student is completed and verified by school officials at the student's expense. Student would still attend practices and meetings.

Second offense: Five-week suspension from participation in all co-curricular activities, events, and/or contests. This can be reduced to a three-week suspension if a tobacco evaluation of the student is completed and verified by school officials at the student's expense. Student would still attend practices and meetings.

Third offense: Suspension from participating in all co-curricular activities, events, and/or contests for the remainder of the school year.

#### **C. DRUGS AND ALCOHOL**

Any student determined to be engaged in the possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting substances and/or drug paraphernalia. (In this instance possession will be more liberally interpreted to include attendance at gatherings in which others are engaged in the unlawful possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting

substances and/or drug paraphernalia and/or proximity to others engaged in the unlawful possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting substances and/or drug paraphernalia (example being in a vehicle.) A student will be found in violation of this part of the code if reports by legal authorities verify a violation, if a student self-reports a violation, and/or if school district employee witnesses and reports a violation. Parents and participants will sign a release of information from law enforcement and county court prior to being allowed to participate in Arlington Public Schools' co-curricular activities.

**First Offense:**

*Situation 1:* Five-week suspension from participating in all co-curricular activities, events, and/or contests.

*Situation 2:* Three-week suspension from participating in all co-curricular activities, events, and/or contests for a student that can provide proof of non-consumption through valid test(s) administered by a law enforcement official at the scene.

**Self-Report (1<sup>st</sup> Offense Only):** Anyone that self-reports will receive a two-week reduction in their suspension period for being honest and taking responsibility for their actions. The self-report must happen in a timely manner in which the student reports prior to the administration starting their formal investigation.

**Second Offense:**

A second violation of our Activity Code is considered serious and results in a suspension from participating in all co-curricular activities, events, and/or contests **for the remainder of the school year.**

**POLICY ENFORCEMENT**

Consequences and/or sanctions will be administered as soon as the activities director, principal, or other designee has determined that an activity code violation has occurred. If an alleged violation of the activity code of conduct occurs the procedures for handling the situation are the same as those governing a short-term suspension, which can be found in handbook information sent to parents/guardians at the beginning of the year. The student shall have the right to appeal the decision of the Activities Director to the Violations Board. The Violations Board shall consist of the sponsor/head coach, one other head coach/sponsor, and a district administrator or a designee of any one or more. If the student or his/her parents request a hearing before the Violations Board, the hearing will be conducted in an informal conference setting as soon as possible. No further hearing will be provided. After hearing all sides, the violations board will render a final decision within 5 school days.

Should a question arise regarding a rule or regulation of the Nebraska School Activities Association and the need arises for an individual to know the due process procedures of the NSAA, they may be found in the NSAA yearbook which can be obtained from the Superintendent, Junior-Senior High Principal or the Activities Director.

**Procedures for Extracurricular Discipline**

Students may be suspended by the Principal or the Principal's designee from practices or participation in interscholastic competition or participation in extra-curricular activities for violation of rules and standards of behavior adopted by the Arlington Public Schools Board of Education or the administrative staff of the school.

The following procedures will be followed with regard to suspension:

1. The school official(s) considering the suspension will make a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with school purpose.
2. Prior to commencement of the suspension, the student is to be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the school has, and be given the opportunity to explain the student's version of the facts.
3. If the student is not readily available to meet with the school official for this purpose before the suspension is to begin, then the suspension may be imposed at that time so long as the opportunity for the student to hear the charges and evidence and for the student to tell his or her side of the story occurs as soon as reasonably practicable. An effort to schedule a meeting for this purpose should be made by the student and the student's parent or guardian as well. Given the fact that extracurricular

activity suspension actions at times need to be taken outside the regular school day, a telephone conference may be used to give the student the opportunity to provide the student's position.

4. Within two school days or such additional time as is reasonably necessary following the suspension, the Principal or Principal's designee will send a written statement to the student and the student's parents, or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reason for the action taken and the right to a hearing upon request on the specified charges.
5. An opportunity will be afforded the student, parents, or guardian of the student, at their request, to confer on an informal basis with regard with the school official who has imposed the suspension and to give that school official any further information in the student's defense.
6. If the student or student's parents or guardian are not satisfied with the determination of the school official, an informal hearing may be requested before the Superintendent. A form to request such a hearing must be signed by the parent or guardian will either be provided with the initial notice letter or be made available in the Principal's office. This request must be received by the building principal within five days of receiving the initial written notice of suspension.
7. If a hearing is requested, it shall be held within ten calendar days of the request. The Superintendent will notify the participants of the time and place of the hearing within five days of receiving the request. There will be no stay of the penalty imposed pending an appeal.
8. Upon conclusion of the hearing, a written decision will be rendered within five school days. The written decision will be mailed or otherwise delivered to the participant, parents or guardian. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the hearing itself) shall be kept by the school.
9. Nothing contained in this regulation shall prevent the participant, parents, guardian or representative from discussing and settling the matter with the appropriate school personnel at any stage.

#### **Attendance and Academics:**

Student participants are expected to apply themselves academically by following these expectations:

1. Attend school regularly and show evidence of sincere effort towards scholastic achievement.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests he/she should contact the coach or sponsor in advance.
3. Attendance, for the entire day, is required to be eligible for the contest that day. Arrangements in advance for extenuating circumstances, such as doctor/dentist appointments, funerals or other activities, can be made with the building Principal or Activities Director in writing. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.
4. Attendance, for the three periods prior to practice time, is required to be eligible to practice that day. Arrangements in advance for extenuating circumstances, such as doctor/dentist appointments, funerals or other activities, can be made with the building Principal or Activities Director in writing. Every attempt should be made to be in attendance. Sleeping in will not be considered an extenuating circumstance, nor will going home ill and then returning for practice that day.
5. Appearance: Participants will dress appropriately for the activity in which they are involved and will at all times maintain a neat, clean and well-groomed appearance.

#### **Equipment:**

Each participant at Arlington Junior/Senior High School is responsible for all equipment issued to him/her. He/she is to make sure all equipment is secured at school or at home. The participant will pay either replacement cost or a cost determined by the coach and/or sponsor and the activities director if he/she should lose or damage school equipment.

#### **Activity Absences:**

Any time a participant will miss part or all of his/her classes due to an "activity absence" they are responsible for meeting

with all of their teachers prior to their departure and making arrangements for assignments to be handed in and material that will be missed.

**Scholar Athlete Awards:**

Students who earn a varsity letter in their sport plus achieve Honor Roll (with distinction) or Honor Roll status for a quarter or semester, in which their sport is in season, will be honored as a scholar athlete.

**School Dances:**

Our dances are sponsored for the benefit of Arlington students. The dances are for ninth through twelfth graders ONLY unless otherwise stated. Prom is only for juniors and seniors unless they invite a freshman or sophomore as their date. Out-of-school dates MUST be accompanied by an Arlington student and must be at least a ninth grader. All out-of-school dates must be signed up in the office on the last school day before the dance and must be approved by the administration. **No guests over the age of 20 will be admitted.** Any student leaving the dance for any reason before the dance is over will not be readmitted. No student will be allowed to enter the dance after ½ hour after dance start time without prior approval. Students must be academically eligible to attend school dances.

**Prohibited Substances:**

Alcoholic beverages, illegal drugs, electronic smoking devices, and tobacco are prohibited. Anyone using these or showing the effects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents will be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.

**Section 4 "TEAM SELECTION" AND "PLAYING TIME"**

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

1. **School Representative.** Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
  
1. **Success.** Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of this criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

**Section 5 ACADEMIC GRADE STANDARD FOR ACTIVITIES PARTICIPATION**

Participation in extra-curricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. A student participating in extra-curricular school activities must therefore:

1. Maintain passing grades in all courses.
2. Ability requirements shall not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; and,
  - (B) Activities or events which are a part of the student's grade requirements, **unless an alternate assignment that holds the same weight can be assigned.**

## Section 6      **STUDENT FEES POLICY**

The Board of Education of Arlington Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

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

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. Such student and parent contributions have included: students coming to school with the basic clothing and personal supplies to be successful in the classroom (clothing, shoes, pencils, pens, paper, notebooks, calculators, and the like), students bringing their own or paying the reasonable cost of specialized equipment or supplies for the personal preference or personal retained benefit of students (for example, band equipment, locker deposit or rental fees, shop class materials where the student keeps the product, and college tuition or fees for college credit for advanced placement courses or correspondence courses), students providing their own specialized clothing and equipment to be prepared for the extracurricular activities in which they choose to participate (sporting apparel, including shoes, undergarments, and the like), and assisting with special programs, such as field trips, summer school, school dances and plays. The District's general policy is to continue to encourage and to require, to the extent permitted by law, such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1)    Guidelines for clothing required for specified courses and activities

Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings; teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2)    Personal or consumable items

Students have the responsibility to furnish any personal or consumable items for participation in the courses and activities provided by the District. This includes the responsibility to furnish minor personal or consumable items including, but not limited to, pencils, paper, pens, erasers, and notebooks. Equipment or supplies of a specialized nature for certain courses (for example, protractors and math calculators) may be available to students by the District, but students may also be encouraged to purchase their own such equipment or supplies for their own use after school hours or for use during the school day due to the limited number of District items available to the students.

While the District will provide students with the use of facilities, equipment, materials, and supplies, including books, the students are responsible for the careful and appropriate use of such property. Students and their parents or guardian will be held responsible for damages to school property caused or aided by the student and will also be held responsible for the replacement cost of school property which is placed in the care of and lost by the student.

(3) Materials required for course projects

Students have the responsibility to furnish or pay the reasonable cost of any materials required for course projects where, upon completion, the project becomes the property of the student. Such materials are subject to the District's fee waiver policy (Section 6, Number 12).

Students must furnish musical instruments for participation in optional music courses that are not extracurricular activities. Use of a musical instrument without charge is available under the District's fee waiver policy (Section 6, Number 12); however, the District is not required to provide for the use of a particular type of musical instrument for any student.

(4) Extracurricular Activities-Specialized equipment or attire

Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grade, and in which participation is not otherwise required by the District.

The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted or the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouthpieces, and the like) are the responsibility of the student participant.

Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire.

For music courses that are extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(5) Extracurricular Activities-Fees for participation

The District does not generally charge fees for participation in extracurricular activities. Admission fees are charged for extracurricular activities and events.

(6) Post-secondary education costs

Students are responsible for post-secondary education costs. The phrase "post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution. For a course in which students receive both high school and post-secondary education credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a post-secondary educational institution.

(7) Transportation costs

Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

(8) Copies of student files or records

The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian

or student who request copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(9) Participation in before-and-after-school or pre-kindergarten services

Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(10) Participation in summer school or night school

Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(11) Breakfast and lunch programs

Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations.

Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like.

Students may be required to bring money or food for field trip lunches and similar activities.

(12) Waiver Policy

The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular, (2) admission fees and transportation charges for student spectators attending extracurricular activities, (3) materials for course projects, and (4) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced-price lunches for purposes of this section. Materials for course projects to be provided to free or reduced-price lunch eligible students shall be required to be approved by the administration, which shall apply a standard based on providing materials which are equitable to those purchased by comparable students.

While the District will provide students with the use of facilities, equipment, materials and supplies, including books, the students are responsible for the careful and appropriate use of such property. Students and their parents or guardian will be held responsible for damages to school property caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student. Where students are provided school property of a significant value which may easily be unintentionally damaged, the instructor should give the parent advance notice of the student being given responsibility for the item and the parent may then direct that the student not be given the item.

(13) Distribution of Policy

The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook.) The Student Handbook or the equivalent shall be provided to students of the District at no cost.

(14) Student Fee Fund

The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund, shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

## **CERTIFICATION**

The Arlington school board holds a yearly public hearing at June meeting of the school board to discuss the proposed student fee policy. Such public hearing followed review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the upcoming school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

**Appendix "1" to 2021-2022 Student Fees Policy of  
Arlington Public Schools**

**Additional Specification of Required Materials and Fees<sup>1</sup>**

<b>Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>2</sup> or Specific Material Required</b>
<b>Elementary Program</b>		
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged.
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student.
Music -Optional Blue Notes Honor Choir	Coordinating group attire	Blue notes shirts and dark pants
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists.

<sup>1</sup> This listing is a part of the 2021-2022 Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup> Generally, dollar amounts are stated in terms of "maximums." The actual fee or charge may be less during the 2021-2022 school year.

Field Trips	Transportation and admission costs of field trips	None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	\$25 to \$200 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
<b>Secondary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Physical Education Classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged; protective clothing for shop classes; approved protective goggles for science classes.
Art 7 and Art 8	Art Supplies	\$15.00

Adv. Art Classes	Art Supplies	\$20.00
Basic Tech	Materials for Projects	\$25.00
8 <sup>th</sup> Grade Exp. Tech	Materials for Projects	\$25.00
Beg. Metals	Toolbox Kit	\$30.00
Adv. Metals	Metal	Provide metal needed for two (2) instructor approved projects.
Small Engines	Parts (optional)	Parts supplied for personal interest projects.
Woods I	Wood and other materials	Cost based on individual student designed projects (4). Some materials obtained by students; some materials obtained by school with student responsible for cost. Project maximum \$150.00.
Woods II	Wood and other materials	Cost based on individual student designed projects (2). Some materials obtained by students; some materials obtained by school with student responsible for cost. Project maximum \$500.00.
Family & Consumer Science Classes	Food and sewing supplies	Cost based on individual student designed projects. Some materials obtained by students; some materials obtained by school with student responsible for cost. Project maximum \$10.00
7 <sup>th</sup> Grade	Sewing supplies	Cost based on individual student designed projects. Some materials obtained by students; some materials obtained by school with student responsible for cost. Project maximum \$12.50.
8 <sup>th</sup> Grade	Sewing supplies	
Foods I and Foods II	Consumed food supplies	\$20.00
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. White tennis shoes, socks, and black shorts. \$120.00 maximum.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.

Classroom Projects, i.e., Family & Consumer Science, Industrial Technology	Project Cost	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Ten cents (.10) per page when charges apply.
College Now - Metro	Tuition and fees for college courses taken for credit. Half price tuition - currently \$35.50 per credit hour (\$159.75 for a 4.5 credit course)	Any postsecondary education costs are to be paid directly by students to the college. Students are responsible for book fees.
Dual Credit-secondary education classes taught by Arlington staff.	Tuition and fees for college courses taken for credit.	\$44.00 Tuition \$25.00 Book Fee Payments will be made prior to the start of the course.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost.
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$40-\$50.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	\$50 to \$200 per class

Locker usage	Use of school locker	Student will be responsible for replacement or repair cost to damaged locker.																		
<b>Extracurricular &amp; Athletic Programs</b>	<b>General Description of Fee or Material</b>	<b>Dollar Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>																		
1. Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Ticket. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.																		
2. Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.																		
3. Equipment and attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged, students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:																		
		<table border="1"> <tr> <td>Basketball</td> <td>No additional</td> </tr> <tr> <td>Football</td> <td>Mouthpiece</td> </tr> <tr> <td>Golf</td> <td>Golf bag &amp; clubs</td> </tr> <tr> <td>Speech</td> <td>Dress attire; copies of research</td> </tr> <tr> <td>Track</td> <td>No additional</td> </tr> <tr> <td>Volleyball</td> <td>Volleyball knee pads</td> </tr> <tr> <td>Wrestling</td> <td>Wrestling headgear</td> </tr> <tr> <td>Baseball</td> <td>Baseball Hat, Baseball Glove</td> </tr> <tr> <td>Cheerleading and Flag Team Squads</td> <td>Shoes, approved uniforms (top &amp; skirt; jacket), poms and other accessories up to \$1200.00.</td> </tr> </table>	Basketball	No additional	Football	Mouthpiece	Golf	Golf bag & clubs	Speech	Dress attire; copies of research	Track	No additional	Volleyball	Volleyball knee pads	Wrestling	Wrestling headgear	Baseball	Baseball Hat, Baseball Glove	Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories up to \$1200.00.
Basketball	No additional																			
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Baseball	Baseball Hat, Baseball Glove																			
Cheerleading and Flag Team Squads	Shoes, approved uniforms (top & skirt; jacket), poms and other accessories up to \$1200.00.																			

4. Travel meals	Meals	Students are responsible for their own meals while traveling.
5. Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year. Student will be responsible for replacement or repair cost to damaged locker.
6. Camps and clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
7. Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Currently no dues required. Annual dues not to exceed \$50.00 per club.
8. Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for the same costs as are set out for the athletic program. Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school; students may be required to pay a refundable band uniform rental fee of up to \$50.00. For High School Band Students an \$8.00 uniform cleaning fee is requested.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$325.00.
<b>Clubs/Organizations</b>		
All Organizations	State & national dues, meals and activities.	Annual dues not to exceed \$50.00 per club.
Dance Squad	Clothing/Camps	\$750.00-\$1000.00

<b>Social &amp; Recognition Activities</b>  1. School plays, musicals and social activities	Admission to events	\$10.00 per play or activity
2. School dances	Admission to prom, homecoming, etc.	Up to \$25.00 per event
3. Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$50.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
4. Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
5. Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. These may include the rental of graduation robes, caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.

<p>6. Trips</p>	<p>Transportation, lodging, meals, admission to events, etc.</p>	<p>For the extracurricular and options trip - Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student.</p> <p>If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.</p>
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## Article 10 - State and Federal Programs

### Section 1 NOTICE OF NONDISCRIMINATION

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

### Section 2 DESIGNATION OF COORDINATOR(S)

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Arlington Public Schools, 705 N 9th, Arlington, NE 68002, (402) 478-4171.

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

### Section 3 ANTI-DISCRIMINATION & HARASSMENT POLICY

#### A. Elimination of Discrimination.

The policy of Arlington Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Arlington Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Arlington Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Secondary Principal shall be the Coordinator for anti-discrimination laws (including Title VI, Title IX; the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

#### B. Preventing Harassment and Discrimination of Employees and Students.

1. **Purpose:** Arlington Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, Arlington Public Schools will try to protect employees or students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible

discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). If the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student may report the alleged discrimination, harassment or retaliation ("discrimination") to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity if the

investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **one (1) working day** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within **five (5) working days** after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal **within ten (10) working days** after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent's determination.

The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board's next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.

- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

**Section 4 NOTICE TO PARENTS OF RIGHTS AFFORDED BY SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

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

## **Section 5           NOTIFICATION OF RIGHTS UNDER FERPA**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1.       The right to inspect and review the student’s education records within 45 days of the day the School receives a request for access.  
Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The School official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2.       The right to request the amendment of the student’s education records that the parent or eligible student believes is inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA.  
Parents or eligible students who wish to ask the School to amend a record should write the School principal (or appropriate school official), clearly identify the part of the record they want changed, and specify why it should be changed. If the School decides not to amend the record as requested by the parent or eligible student, the School will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3.       The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent.  
One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant, or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.  
A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility and effectively provide the function or service for which they are responsible. Contractors, consultants and volunteers are permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible. The District forwards education records (may include academic, health and discipline records) to schools that have requested the records and in which the student seeks or intends to enroll, or where the student has already enrolled so long as the disclosure is for purposes related to the student’s enrollment or transfer.
4.       The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the Office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-5920

[NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, which its annual notification of rights under FERPA.]

### **NOTICE CONCERNING DIRECTORY INFORMATION**

The district may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student’s name, address, telephone listing, electronic mail address,

photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and most recent previous educational agency or institution attended. A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. The period of time within which a parent or eligible student has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information are as follows: two weeks from the time this information is first received. The district may disclose information about former students without meeting the conditions in this section.

#### **ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION**

The district's policy is for education records to be kept confidential except as permitted by the FERPA law, and the district does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers, or fellow students, assists with the task of grading student work and returning graded work to students. The district does not either approve or disapprove such teaching practices, and designates such student work as directory information and as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the district in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

#### Notice Concerning Designation of Law Enforcement Unit:

The district designates the Washington County Sherriff's Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state, or local law, (2) maintaining the physical security and safety of the schools in the District, and (3) maintaining safe and drug free schools

#### **Section 6 NOTICE CONCERNING DISCLOSURE OF STUDENT RECRUITING INFORMATION**

Federal law requires Arlington Public Schools to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that Arlington Public Schools not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. Arlington Public Schools will comply with any such request.

#### **Section 7 NOTICE TO PARENTS OF STUDENTS IN PROGRAMS RECEIVING TITLE I FUNDING**

Staff Qualifications. Parents may request, and the District will provide the parents of students attending any school receiving Title I funds on request (and in a timely manner), information regarding the professional qualifications of the student's classroom teachers, including, at minimum, the following:

1. Whether the student's teacher—
  - a. has met State qualification and licensing criteria for the grade levels and subject areas in which the teacher provides instruction
  - b. is teaching under emergency or other provisional status through which State qualification or licensing criteria have been waived; and
  - c. is teaching in the field of discipline of the certification of the teacher.
2. Whether the child is provided services by paraprofessionals and, if so, their qualifications.

Testing Opt-Out. Parents may request, and the District will provide the parents of students attending any school receiving Title I funds on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s). The District shall also make widely available through public means (including by posting in a clear and easily accessible manner on the District's website) information on each State or District assessment, including:

1. the subject matter addressed;
2. the purpose for which the assessment is designed and used;
3. the source of the requirement for the assessment;

4. the amount of time students will spend taking the assessment, and the schedule for the assessment, and;
5. the time and format for disseminating results.

Language Instruction Programs. If the District receives Title I funds, parents of English learners will be informed regarding how the parents can:

1. be involved in the education of their children; and
2. be active participants in assisting their children to –
  - a. attain English proficiency;
  - b. achieve at high levels within a well-rounded education; and
  - c. meet the challenging State academic standards expected of all students.

The District will also inform parents of an English learner identified student of opportunities to participate in various school programs, as set forth in ESSA. Please contact the administrative office to receive the foregoing information. The Superintendent shall take or cause other staff to take such action as required by law for the District to maintain compliance with ESSA and specific ESSA grant programs in which the District participates.

## **Section 8 STUDENT PRIVACY PROTECTION POLICY**

It is the policy of Arlington Public Schools to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District’s policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent’s request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent’s child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed “Definition of Surveys of Matters Deemed to be Sensitive”), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: “Notification of and Right to Opt-Out of Specific Events.”

Right of Parents to Inspect Instructional Materials: Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term “instructional materials” for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator’s intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: “Notification of and Right to Opt-Out of Specific Events.”

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from

students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. "Personal information" for purposes of this policy means individually identifiable information about a student including: (1) a student or parent's first and last name, (2) home address, (3) telephone number, and (4) social security number. The term "personal information," for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act)

If the District receives Title I funding, the District shall notify the parents of each student attending any school receiving Title I funds that the parents may request, and the District will provide the parents on request (and in a timely manner), information regarding any State or District policy regarding student participation in any State or District assessments, including the District's policy and procedure on the parental right to opt the child out of such assessment(s), and (5) for mental health assessment the District shall obtain informed consent from the parent of each child who is under 18 years of age to participate in any mental-health assessment or service that is funded under the Every Student Succeeds Act ("ESSA"). Before obtaining the consent, the District shall provide the parent written notice describing in detail such mental health assessment or service, including the purpose for such assessment or service, the provider of such assessment or service, when such assessment or service will begin, and how long such assessment or service may last.

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be "sensitive" for purposes of this policy:

1. Political affiliations or beliefs of the student or the student's parent;
2. Mental or psychological problems of the student or the student's parent;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has close family relationships;
6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. Religious practices, affiliations, or beliefs of the students or the student's parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

## **Section 9 PARENTAL INVOLVEMENT POLICIES**

### **A. General - Parental/Community Involvement in Schools:**

Arlington Public Schools welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is Arlington Public Schools' policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the education of their children. Policies and regulations are established to protect the emotional, physical and social well-being of all students.

1. Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
2. Parents are encouraged to support the implementation of district policies and regulations.
3. Parents are encouraged to monitor their student's progress by reviewing quarterly report cards and attending parent-teacher conferences.
4. Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
5. Parents are provided access to records of students according to law and school policy.
6. Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents' continued attendance at such activities will be based on the students' wellbeing.
7. Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
8. Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing, classroom instruction or other school experience and should be

accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.

9. Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
10. Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
11. School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

**B. Title I Parental Involvement Policy:**

This Title I Parental Involvement Policy is established in compliance with Federal law. Arlington Public Schools has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of Arlington Public Schools to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

Expectations for Parental Involvement: It is the expectation of [Insert Name of School] that parents of participating children will have opportunities available for parental involvement in the programs, activities, and procedures of the District's Title I program. The term "parental involvement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring— (A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental involvement policy. The District intends to meet this expectation through the following activities:

1. Involving parents in the joint development of the District's Title I plan and the processes of school review and school improvement.
2. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
3. Building the schools' and parents' capacity for strong parental involvement.
4. Coordinating and integrating parental involvement strategies under Title I with parental involvement strategies under other programs.
5. Conducting, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under the Title I program, including identifying barriers to greater participation by parents in Title I programs, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies of the District.
6. Involving parents in the activities of the schools served under Title I.

Policy Involvement: Each school served under the Title I program shall:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.

2. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental involvement in such meetings by offering transportation, child care, or home visits.
3. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
4. Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
5. If the District operates a school wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

**Shared Responsibilities for High Student Academic Achievement:** As a component of the District's parental involvement policy, each school served under the Title I program shall jointly develop with parents for all children served under the Title I program a school-parent compact that outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

**Building Capacity for Involvement:** To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child's progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may

establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

Accessibility: In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

Use, Distribution, and Updating of this Policy: This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

**Section 10       TRANSPORTATION NOTIFICATION**

Parents or guardians of option students who qualify for free lunches shall be eligible for transportation reimbursement as described in state law 79-611 in situations where the distance from the residence to the schoolhouse exceeds three miles. Please contact the district office for additional information.

**Section 11       HOMELESS STUDENTS POLICY**

This School District will comply with the federal and state law related to homeless students.

A.       General Policy Statement

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

B.       Definitions

“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

C.       School Stability

1. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child's or youth's school of origin is in the child's or youth's best interest, except when doing so is contrary to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

2. Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.
3. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

#### D. Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
2. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
3. In a manner consistent with the Federal Education Rights and Privacy Act.

#### E. Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending school in the District. The LEL responsibilities shall include, but are not limited to:

1. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;
2. Receive appropriate time and training in order to carry out the duties required by law and this policy;
3. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
4. Ensure that homeless children and youths:
  - a. Are enrolled in school which includes attending classes and participating fully in school activities;

- b. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
  - c. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
  - d. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
5. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
  6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

F. Dispute Resolution

1. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
2. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information. The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.
3. Appeals: Any parent, guardian or other person having legal or actual charge of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

Legal Reference:           Neb. Rev. Stat. § 79-215  
                                   Nebraska Department of Education Rule 19  
                                   McKinney-Vento Homeless Assistance Act, 42 USC §§11431, et seq.  
                                   Every Student Succeeds Act

**Section 12           MULTICULTURAL POLICY**

Arlington Public Schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Asian Americans, Hispanic Americans, European Americans, and Native Americans with special emphasis on human relations and sensitivity toward all races.

The philosophy of the multicultural education program is that students will have improved ability to function as productive members of society when provided with:

- an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races;

- the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races.

The mission of the multicultural education program is to be implemented as follows:

- Multicultural education shall be included in goals established for educational programs;
- Multicultural education shall be included in the district curriculum guides, frameworks, or standards;
- The process for selecting appropriate instructional materials shall include assuring that the instructional materials at all grade levels include studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races;
- Staff development shall be provided on the District's multicultural education policy. The staff development shall include professional development for administrators, teachers, and support staff which is congruent with the District and program goals;
- Periodic assessment of the multicultural education program shall be conducted by the Superintendent. Teachers and other staff upon request shall have the responsibility to provide the administration with reports on: 1) the instructional materials used and programs or methods implemented with their students which are supportive of the multicultural education program philosophy and mission, b) programs or materials to be implemented in the future or which teachers or other staff feel should be implemented to further advance such philosophy and mission, and c) with their professional assessment on the successes of or deficiencies in achieving the multicultural education program philosophy and mission. The Superintendent shall provide an annual status report on the assessment to the Board of Education.

### **Section 13      BREAKFAST AND LUNCH PROGRAMS**

#### **SCHOOL LUNCH**

The Arlington Public Schools has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction.

A minimum balance of \$6.00 is recommended. If at the end of the school year a positive balance is in the account, the balance will be held over for the following school year providing there are children enrolled for the upcoming year. Families who have school lunch accounts that are negative will be notified in writing, by telephone or in person in a timely manner.

#### **Meal Charge Policy**

The district's policy on charged meals is:

If a student has no funds available to pay for a meal, the student will be provided and charged for up to five meals. Thereafter, if a student has no funds available to pay for a meal, the student is provided a 'courtesy meal,' such as a plain sandwich and milk at no cost.

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

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

APS agrees in the operation of child nutrition programs, that in accordance with Federal Law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination against its customers, employees and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an

individual's income is derived from any public assistance program, or protected genetic information in employment, or in any program or activity conducted or funded by the Department. (Not all prohibited basis will apply to all programs and/or employment activities.

#### Nondiscrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: [http://www.ascr.usda.gov/complaint\\_filing\\_cust.html](http://www.ascr.usda.gov/complaint_filing_cust.html), and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

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

This institution is an equal opportunity provider.

Dear Parents,

Welcome to Arlington Jr./Sr. High School. The faculty and staff are excited about the opening of the upcoming school year and the opportunities that are available for all students.

This handbook is designed to inform you about the academic and activities programs and the student services available at this school. In addition, it outlines the student conduct rules and procedures that are important in maintaining a positive learning climate.

At the bottom of this page, you will find a release form. It is requested that the following form be jointly signed by each Arlington student and parent/guardian and returned to the student's advisor by Friday, August 20, 2021. This will assure the school that all parties have studied and understand the procedures, regulations and policies contained within the student/guardian handbook.

I am looking forward to a productive school year; please don't hesitate to call me at the high school office (478-4171) with any comment or concerns.

Sincerely,  
Aaron Pfingsten  
Secondary Principal

### HANDBOOK

In accordance with Nebraska State Law, Section 79-4, 176 par. (3) which states in part: "Rules and standards which form the basis for discipline shall be distributed to students and parents at the beginning of each school year or at the time of enrollment..."

I have read a copy of the Arlington High School Student/Guardian Handbook as provided in this handout or via the school website.

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Grade

### **RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS**

In light of the unique challenges and circumstances posed by the outbreak of the novel coronavirus (COVID-19) and the recent promulgation of expansive federal regulations, the rules and information provided in this handbook may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time. You will return any requested acknowledgement, as well.

ACTIVITY RELEASE AND PICTURE RELEASE

It is requested that the following form be signed by a parent/guardian and returned by the student to their advisor no later than Friday, August 20, 2021. This form provides the following releases:

- 1) The student(s) to attend and be transported to any school sponsored activity and/or event for which they are participating. Examples include field trips, performances, etc. It is understood that the student will be allowed to go and miss regularly scheduled classes as long as they are upholding their obligations.
- 2) The student(s) picture to be used in campus and district publications. This includes such things as sports posters, District Report Card, Web page, etc...
- 3) The student(s) school work. This includes artwork, term papers etc...

I hereby release my son/daughter to attend and be transported to school sponsored activities and/or events.

_____ Parent/Guardian Signature	_____ Date	_____ Student being released	_____ Grade
_____ Student being released	_____ Grade	_____ Student being released	_____ Grade

Arlington Public Schools  
Addition to Student Handbook

ACCEPTABLE USE OF COMPUTERS AND NETWORKS

STUDENT'S AGREEMENT

In order to make sure that all members of Arlington Public School community understand and agree to these rules of conduct, Arlington 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 Arlington Public Schools, and I understand and will abide by those district guidelines and conditions for the use of the facilities of Arlington 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 Arlington Public Schools, any of its employees, or any institution providing network access to Arlington 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: \_\_\_\_\_

PARENT'S AGREEMENT

In order to make sure that all members of Arlington 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 Arlington 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 Arlington Public Schools responsible for materials acquired or sent via the network.

I agree not to hold the Arlington Public Schools, any of its employees, or any institution providing network access to Arlington 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.

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## **PHILOSOPHY OF THE ARLINGTON ACTIVITIES PROGRAMS**

### **ACTIVITY PHILOSOPHY**

Activities are considered an integral part of the school's program of education which provides experiences that will help boys and girls physically, mentally and emotionally. The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. We believe that participation in activities, both as a player and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, to the team, to the student body, to the community and to the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better people and citizens.

#### **Safety**

The District's philosophy is also to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, and to exercise common-sense. In addition, the District requires that activity team members travel to and from out-of-town events as a unit. Any exceptions to this rule must be approved by both the parents and the coach/sponsor and should be done in writing prior to the departure to the event. The note should be given to the Principal. Only those people involved with the activity will be allowed to travel in the school vehicle.

#### **Concussions**

In compliance with the Nebraska concussion law, athletes presenting signs, or symptoms of a concussion will be (a) be removed from competition, and (b) may not return to participation until evaluated by an appropriate licensed health care professional, and (c) must provide written and signed clearance from both the parents and licensed health care professional in order to return to play. Arlington Public Schools also follows the Return to Learn Protocol. In compliance with the Nebraska concussion law, return to learn protocol will be utilized for students who have sustained a concussion and return to school.

#### **Warning for Participants and Parents**

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

## **NON-DISCRIMINATION STATEMENT**

The Arlington Public Schools does not discriminate on the basis of race, color, national origin, sex, marital status, age or disability in admission or access to, or treatment or employment in, its programs and activities.

*Arlington Public Schools has a policy regarding complaints concerning school personnel or the district procedures and forms.*

Inquiries regarding grievance procedures or the policies of nondiscrimination may be directed to Superintendent of Schools, PO Box 580, Arlington, NE 68002 (402) 478-4173, designated coordinator for Title IX, Title VI, and Section 504).

### **PURPOSE**

The purpose of this handbook is to identify the rules and regulations pertaining to the secondary activities

program. In following these guidelines, the activities program can function in an effective manner.

### **COACHES/SPONSORS**

The activities program is a legitimate and bona fide part of the Arlington Public Schools educational curriculum. The experiences students have in your program will likely play a significant role in their perceptions of their school as well as their personal growth and development.

As a coach/sponsor and teacher you are the leader and role model for these students. Being involved in athletics, you are also in the public's eyes. The manner in which you present yourself and how you deal with our students are topics discussed over dinner each evening.

More than any factor, the coach/sponsor possesses the potential to establish and maintain a positive and success-oriented climate in activities. Working together, we can make Arlington's activities program one in which students want to be a part and of which we can all be proud.

### **HARASSMENT**

Harassment of any athlete or participant by other students-athletes or coaches/sponsors will not be tolerated.

### **DEALING WITH AGGRESSIVE OR HOSTILE PATRONS**

If confronted by an aggressive or hostile patron or other adult regarding school matters:

1. Use techniques to de-escalate the situation, attempt to resolve the conflict, set another time for discussion, etc. If unsuccessful, physically remove yourself from the situation, go to a public or secure environment.
2. If you are physically threatened and cannot call upon an administrator for assistance:
  - a. If time permits, warn the party that you will contact the police if you are not allowed to leave/the behavior does not cease.
  - b. Contact the police for assistance - CALL 911.
3. Inform your building principal immediately after the incident (if possible), but no later than the following day. You may wish to either:
  - a. Discuss/Report the incident only.
  - b. Request action by the administrator. Completion of Policy Form 1300A is required the day after the incident if action is requested (Parental Involvement Policy - Reporting Parental Involvement Considered a Hindrance).
4. Other:
  - a. Phone Calls: If you receive threatening phone calls, do not hesitate to terminate the conversation. Again, notify the principal.

### **GUIDELINES**

The Arlington Public Schools follows and adheres to Nebraska School Activities Association rules, regulations, and guidelines.

### **GOALS AND RESPONSIBILITIES OF THE ARLINGTON ACTIVITIES PROGRAMS**

- I. Purpose of Activities:
  - A. For the student-athlete
  - B. For the development of the student-athlete
    1. Leadership
    2. Cooperation
    3. Discipline
    4. Accountability

5. Self-improvement, which is continual
    - a. Items # 1 - 5 above
    - b. Physical skills
  6. Sportsmanship
    - a. The philosophy for sportsmanship, which is set up by the NSAA and the NSIAAA should be adhered to
    - b. Efforts should be made to make Arlington Public Schools a model school for others to follow
- II. Responsibilities of the various groups:
- A. Board - Set policy and foster these premises when questioned by constituents
  - B. Administration - Ensure management of programs
  - C. Teachers - Encouragement and support of programs
  - D. Coaches - "nuts and bolts" of programs
  - E. Public - support and financing of programs
  - F. Parents
    1. Encourage and support athletes
    2. Support coaches and model this support with your student-athlete.
    3. Support the activity code and the basic principles of athletic competition
  - G. Athletes
    1. Be coachable.
    2. Have a positive attitude.
    3. Attend practice faithfully and fulfill requirements of the program.
    4. Always show good sportsmanship, win or lose.
  - H. All of the groups (Board, Administration, Teachers, Coaches, Public, Parents and Athletes) must **model** the things we want to see the student-athlete develop, i.e. # I-B, 1 through 5.
  - I. It is our job as members of the Arlington School District to see that this is done.

## **INDICATORS OF A QUALITY ATHLETIC PROGRAM AND DISTRICT GUIDELINES**

### **GLOSSARY**

Will - This action occurs without exception.

Should - This action occurs except in the case of extenuating circumstances, communicated in advance, by or to the head coach or appropriate personnel.

Strongly encouraged - This action is normally expected but not mandated.

1. **INDICATOR:** Committed athletes are strongly encouraged to participate in other sports, summer camps, conditioning and strength training.

#### **DISTRICT GUIDELINES:**

- a. All athletes are strongly encouraged to attend the Arlington summer camps.
- b. All athletes are strongly encouraged to participate in other sports or work out in the off season.

2. **INDICATOR:** Loyal and dedicated coaches who promote the program.

#### **DISTRICT GUIDELINES:**

- a. All coaches should attend at least one clinic per year in their sport (with a maximum of two per year per coach).
- b. All coaches should attend the scheduled AHS summer camps and team camps at their coaching levels. Advance notice will be given.
- c. All varsity coaches should share in scouting and preparation.
- d. All varsity coaches should attend all team meetings and should not miss the scheduled NSAA meetings.
- e. All varsity coaches are strongly encouraged to attend team social events.
- f. All coaches should attend staff meetings prior to going to practices.

3. **INDICATOR:** Administration, faculty, parents and community who support the program.

**DISTRICT GUIDELINES:**

- a. The administrative teams should provide the personnel and resources to carry out the goals of the program.

4. **INDICATOR:** High expectations for all members of the program that focus on being role models of successful citizens, students and athletes.

**DISTRICT GUIDELINES:**

- a. The program will have clearly stated academic goals for the athletes.  
b. Athletes are strongly encouraged to be student leaders and be involved in other organizations.  
c. The coaches will carry out the Board philosophy for the development of the student/athlete.  
    1. Leadership  
    2. Cooperation  
    3. Discipline  
    4. Accountability  
    5. Self-Improvement  
d. Coaches will assist athletes in meeting academic and program goals.  
e. Coaches will enforce the standards of the activity code.  
g. Athletes will adhere to the school activity code and team rules.

5. **INDICATOR:** A complete strength training and conditioning program.

**DISTRICT GUIDELINES:**

- a. Athletes will be required to participate in in-season strength training programs.  
b. Off-season athletes are strongly encouraged to participate in conditioning and strength training programs.  
c. Coaches should supervise and/or implement the strength training program in season, off-season and during the summer.  
d. Coaches should supervise the conditioning training.

6. **INDICATOR:** A varsity program with challenging, organized and disciplined practices, which include opportunities for game-like situations.

**DISTRICT GUIDELINES:**

- a. Coaches should carry out the practice plans designed by the head coach.  
b. These practice plans will be given to the Activities Director on a weekly basis.  
c. Athletes should attend all practices.  
d. Coaches should contribute suggestions to improve practice routines.

7. **INDICATOR:** A feeder program (Junior High) tied closely to the goals of the varsity program, which focuses on fundamentals and techniques necessary for future success.

**DISTRICT GUIDELINES:**

- a. Junior high coaches should teach fundamentals. under the direction of the head coach.  
b. Team goals and expectations should be well communicated and laid out for the athletes. These goals and expectations should support those of the high school program.  
c. Junior high coaches should communicate weekly practice objectives. to the head coach.

8. **INDICATOR:** Consistent and fair application of team policies and their consequences.

**DISTRICT GUIDELINES:**

- a. Coaches will administer team rules consistently and equitably.  
b. Coaches will model the expectations reflected in the team rules.

## **COACH'S JOB DESCRIPTION**

- I. POSITION: **HEAD VARSITY COACH (Boys or Girls)**
- II. RESPONSIBILITY AND AUTHORITY
  - 2.1 The head varsity coach is under the direct supervision of the activities director and under the general supervision of the secondary principal.
  - 2.2 The head varsity coach has authority over all participants and the season related activities.
- III. JOB RESPONSIBILITIES
  - 3.1 Maintain an accurate and updated list of all supplies and equipment. Within two weeks of the conclusion of the season, submit a copy of the inventory list to the activities director.
  - 3.2 Properly store and secure all uniforms, equipment and supplies.
  - 3.3 See that each participant has a physical examination form and parent consent form turned into the office prior to participating in practice.
  - 3.4 Submit state forms in a timely fashion.
  - 3.5 Submit all athletic requisitions on the appropriate forms to the activities director. Requisitions of supplies and equipment for the ensuing school year shall be submitted at the conclusion of the season.
  - 3.6 Organize, conduct, and supervise practices throughout the season. Practice plans should be given to each coach at each practice. ~~These plans should also be given to the activities director on a weekly basis.~~ Obtain approval from the activities director to cancel a practice session or to schedule a practice on the weekend. Two-a-day practices may be held during the NSAA allotted time frame in football, cross country and volleyball. After school begins, practice sessions generally shall be held immediately following the school day. For outdoor sports, request approval from the activities director to conduct practice indoors due to inclement weather. On indoor practice days, see that practice requiring any equipment (hurdles, poles, blocks, etc.) is confined to the elementary gym and inform building facilitator of such events. On such days, the high school gym may be used for running after 4:00 p.m. High school hallways are not to be used for athletic practice unless approved by the activities director. See that participants do not loiter around the building or in the halls immediately after school or after practice and that they are released from practices in a timely fashion.
  - 3.7 Supervise students before, during, and after practices as well as at games. This includes in the locker room, around the school building, and in the gym area. There must be at least one coach here to monitor athletes leaving the building after practice or leaving the building after a road trip.
  - 3.8 Ride the bus to and from all varsity contests. Other travel arrangements for coaches may be made if they are reflective of Arlington Public Schools established philosophy of prudent coaching duties and have the approval of the athletic director.
  - 3.9 See that participants maintain acceptable standards of behavior and decorum as representatives of Arlington High School. Head coaches are to have a team procedure to be followed during the National Anthem. High school rules are to be followed at all times.
  - 3.10 Attend NSAA rules meetings for your activity.
  - 3.11 Provide publicity for your team and players to the Arlington Citizen and Fremont Tribune and others in the appropriate form as provided by the activities director.
  - 3.12 Attend the Awards Banquet and present the season awards.
  - 3.13 Two weeks after the completion of your season's state tournament, update the Annual Report page and submit to the activities director.
  - 3.14 Coaches should schedule and conduct a parents' meeting during the first week of practice to disseminate information on practice schedules, philosophy, training rules, expectations, dress codes, etc. Goal setting, practices, team goals, transportation issues, strength training and conditioning should all be discussed in detail. Coaches should contact parents/guardians and inform them of this meeting and provide information to all involved.
  - 3.15 Varsity coaches should make sure that their athletes are aware of the current clearinghouse enrollment regulations for all athletes interested in attending Division I and II schools. In addition, the head coach needs to address the recruiting needs of the individual athletes; inquiring desires of athlete, filling out appropriate forms, making necessary contacts, etc.
  - 3.16 Varsity coaches should ~~meet at the beginning of the season~~ ~~meet on a regular basis~~ with the coaches of development programs and make sure that fundamentals are being properly taught and to provide help and support. Developmental programs include "YMCA/YWCA" basketball and

our school's junior high, freshman and junior varsity programs.

3.17 Head coaches will assist, in the evaluation of their assistants, and may be asked to assist in the evaluation of the head junior high coach, belong to the state coaches' association and to attend school coaches' meetings. Head varsity coaches should attend at least one coaching clinic/workshop per year, and will be limited to two per year. Head coaches will be required to share information gained at clinics with their assistants and may be requested to share said information at staff meetings.

3.18 Head coaches should give the junior high programs clear direction in making practice plans.

3.19 Head coaches should be given direction to the Jr. High Head coaches from the varsity head coach as to what they would desire from their feeder program.

3.20 Coaches should establish a communication system with athletes and parents and report to the athletic director in charge of their program. Channels of communication should be developed in every sport. Athletes should develop goals with their coaches, and parents need to be aware of these goals. The goals should be in writing. Coaches will establish an ongoing process of developing and reviewing individual goals, establish team and review team goals on an individual as well as a team basis.

3.21 Encourage participation in athletics and support the total program.

3.22 A weight program should be established with the assistance of the weight training coordinator. All coaches will assist in some capacity in the supervision of the weight room throughout the school year or as otherwise established. Participation in track, golf or a spring conditioning program is strongly encouraged for athletes who participate in fall or winter sports.

3.23 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.

3.24 Head coaches or a designated assistant will arrange for cleanup at the conclusion of practices and meetings. This will include the locker room, weight room, training room, and classrooms used by the team. Coaches will be responsible for the cleanup of but not limited to the following items utilized by team members such as drinking cups and bottles, food items, tape, pre-wrap, note pads, clothes, balls, equipment, etc.

3.25 Submit a building usage schedule to the person in charge of scheduling the facility as early as possible. This includes any and all usage.

3.26 All coaches will attend any in-service designated by the administration concerning athlete safety to include any necessary coaching technique dealing with the safety and wellbeing of our athletes, i.e., first aid and other injury situations along with proper coaching techniques.

3.27 If you practice when there is nobody else in the building, make sure you turn off the lights and arm the security system.

3.28 Only the head coach and/or assistant coach should get ice from the training room - make sure the door is locked when leaving. The ice room is to be used for all sports-related needs when at all possible.

#### IV. CONDITIONS OF EMPLOYMENT

4.1 The head varsity coach will be paid according to the extra-duty pay schedule.

4.2 Assignment of this extra duty shall be continued, unless:

- a. You request to be relieved of this duty and your request is approved by the superintendent.
- b. The assignment is terminated upon the recommendation of the activities director, secondary principal, and/or the superintendent.

#### V. EVALUATION

5.1 Performance evaluation shall be conducted by the activities director. Such evaluation should be conducted within two weeks after the conclusion of the sport season. Decisions regarding changes of coaching staff will be communicated at the conclusion of the semester in which the activity was held.

- I. POSITION: **ASSISTANT COACH (Boys or Girls)**
- II. RESPONSIBILITY AND AUTHORITY
  - 2.1 The assistant coach is under the immediate supervision of the head coach and activities director and is under the general supervision of the secondary principal.
  - 2.2 The assistant coach has shared authority with the head coach over all activity players and the season related activities.
- III. JOB RESPONSIBILITIES
  - 3.1 Supervise students during practices and games at all times. This includes in the locker room, around the school building, and in the gym area.
  - 3.2 See that participants maintain acceptable standards of behavior and decorum at all times as representatives of Arlington High School. High school rules are to be followed at all times.
  - 3.3 Assist in conducting and supervising practices throughout the sport season.
  - 3.4 Complete any other tasks as assigned by the head coach.
  - 3.5 Participation in athletics needs to be encouraged, and possible participants should be contacted by coaches at all levels.
  - 3.6 When not practicing and/or playing at a time or place in conjunction with the head coach, you will assume responsibilities that parallel these of the head coach as informed by the Head Coach.
  - 3.7 All coaches will attend any in-service designated by the administration concerning athlete safety to include any necessary coaching technique dealing with the safety and wellbeing of our athletes, i.e., first aid and other injury situations along with proper coaching techniques.
- IV. CONDITIONS OF EMPLOYMENT
  - 4.1 The assistant coach will be paid according to the extra-duty pay schedule.
  - 4.2 Assignment of this extra duty shall be continued unless:
    - a. You request to be relieved of this assignment and your request is approved by the superintendent.
    - b. The assignment is terminated upon the recommendation of the activities director, secondary principal and/or the superintendent.
    - c. **Decisions regarding changes of coaching staff will be communicated at the conclusion of the semester in which the activity was held.**
- V. EVALUATION
  - 5.1 Performance evaluation shall be conducted by the head coach and discussed with the activities director.

I. POSITION: **HEAD JUNIOR HIGH COACH (Boys or Girls)**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The head junior high coach is under the immediate supervision of the removed head varsity coach activities director and is under the general supervision of the secondary principal.
- 2.2 The head junior high coach has authority over all junior high participants and the season related activities.

III. JOB RESPONSIBILITIES

- 3.1 Maintain an accurate and updated list of all supplies and equipment. At the conclusion of the season, submit a copy of the inventory list to the activities director.
- 3.2 Check in all equipment at the end of the season. Charge students for lost equipment. Properly store and secure all uniforms, equipment, and supplies.
- 3.3 See that each participant has a physical examination form and parent consent form turned into the office prior to participating in practice.
- 3.4 At the conclusion of the season, notify the head varsity coach and the activities director of all supply and equipment needs for the ensuing school year.
- 3.5 Organize, conduct, and supervise practices throughout the season. Obtain approval from the activities director to cancel a practice session or to schedule a practice on a weekend. Practice sessions shall be held immediately following the school day. All practices must conclude by 5:30 p.m. and the building cleared by 5:45 p.m. Unless another practice time has been approved by the activities director.
- 3.6 Establish a practice schedule and clear this with the activities director for auditorium usage and the person in charge of the facility for our gyms.
- 3.7 Supervise students before, during, and after practices as well as at games. This includes in the locker room, around the school building, and in the gym area.
- 3.8 See that participants maintain acceptable standards of behavior and decorum as representatives of Arlington Junior High School. School rules are to be followed at all times.
- 3.9 Provide publicity for your team and players to the Arlington Citizen in the appropriate form as provided by the activities director.
- 3.10 Ride the bus to and from all contests.
- 3.11 At the conclusion of the season, submit a list of the participants, team record, special achievements, etc., to the activities director.
- 3.12 At the conclusion of the season, athlete evaluation forms must be administered and/or mailed.
- 3.13 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.
- 3.14 Schedule and conduct a parents meeting to disseminate information on practice schedules, philosophy, training rules, expectations, dress codes, etc. Coaches should contact parents/guardians to inform them of this meeting.
- 3.15 Head Junior High Coach will assist in the evaluation of his/her assistants.
- 3.16 Only the head coach and/or assistant coach should get ice from the training room - make sure the door is locked when leaving. The ice room is to be used for all sports-related needs when at all possible.
- 3.17 Make sure that doors are not propped/kept open by tape, chairs, rocks, sticks, etc... If the door needs to be open for a reason, open it correctly.
- 3.18 If you practice when there is nobody else in the building, make sure you turn off the lights and check to see that all doors are securely closed and locked.
- 3.19 As a general rule, when school is not held for weather-related reasons, practices or games will not be held either.
- 3.20 Head coaches or a designated assistant will arrange for cleanup upon the conclusion of practices, meetings, and games. This will include the locker room, weight room, training room, and classrooms used by the team.

- 3.21 All coaches will attend any in-service designated by the administration concerning athlete safety to include any necessary coaching technique dealing with the safety and wellbeing of our athletes, i.e., first aid and other injury situations along with proper coaching techniques.
- 3.22 Schedule practices and the facilities needed for practices.
- 3.23 Secure a key to the city auditorium for any practices that need this facility. A schedule should be completed at the beginning of the season and given to the city auditorium administrator and the activities director.

#### IV. CONDITIONS OF EMPLOYMENT

- 4.1 The head junior high coach will be paid according to the extra-duty pay schedule.
- 4.2 Assignment of this extra duty shall be continued unless:
  - a. Your request to be relieved of this duty and your request is approved by the superintendent.
  - b. The assignment is terminated upon the recommendation of the athletic director, and confirmed by the secondary principal and/or superintendent.

#### V. EVALUATION

- 5.1 Performance evaluation shall be conducted by the ~~head varsity coach and discussed with the~~ activities director. Such evaluation should be conducted within two weeks after the conclusion of the sport season. ~~Decisions regarding changes of coaching staff will be communicated at the conclusion of the semester in which the activity was held~~

POSITION: **DRAMA SPONSOR**

I. RESPONSIBILITY AND AUTHORITY

- 2.1 The Drama Sponsor's immediate supervisor is the activities director and the general supervision is the secondary principal.
- 2.2 The Drama Sponsor has authority over all Drama Club students and related activities.

II. JOB RESPONSIBILITIES

- 2.1 Plan and organize a Drama Club for grades 7 - 12. Conduct Drama Club meetings outside the regular school day as appropriate.
- 2.2 Organize a One-Act Play Production each year. Sponsor the One-Act Play Production at Conference, District, and State Drama contests.
- 2.3 Organize workshops and attend area-related events each year.
- 2.4 Operate the concession stand as scheduled.
- 2.5 Submit an itemized financial statement following the play, listing all receipts and expenditures, to the activities director.
- 2.6 At the end of each school year, schedule a date for the Drama/Comedy with the activities director.
- 2.7 Schedule and conduct try-outs for all students in the Drama/Comedy and One-Act Plays. Establish selection process guidelines and submit a copy to the activities director.
- 2.8 At the beginning of the school year, submit a copy of the recommended play production to the principal for approval.
- 2.9 Establish and clearly communicate to participants the philosophy, rules, and expectations of the program (including practice attendance). These should be in written form and distributed.
- 2.10 Maintain a solvent Drama Activity Account.
- 2.11 Present all Drama awards at the Honors Night.
- 2.12 Provide publicity for your organization and participants to the Arlington Citizen and the district newsletter.
- 2.13 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.
- 2.14 Submit all state forms to the activity director in a timely fashion.
- 2.15 Submit all activity requisitions on the appropriate forms to the activity director. Requisitions for supplies and equipment for the ensuing year shall be submitted at the conclusion of the season.
- 2.16 Organize, conduct, and supervise practices throughout the season. Obtain approval from the activities director to cancel a practice session or to schedule a practice on the weekend. You must also schedule the building with the building coordinator.
- 2.17 See that participants do not loiter around the building or in the halls immediately after school or after practice and that they are released from practices in a timely manner, keeping in mind that on Wednesday nights, some participants may have church obligations and sponsors will make allowances.
- 2.18 Develop and publish a Drama handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, selection criteria, etc.

III. CONDITIONS OF EMPLOYMENT

- 4.1 The drama sponsor will be paid according to the negotiated agreement, paid over the twelve month pay period along with the salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - a. You request to be relieved of this duty, and your request is approved by the superintendent.
  - b. The assignment is terminated upon recommendation by the activities director, principal and/or the superintendent.

IV. EVALUATION

- 5.1 The drama sponsor will be evaluated each year by the principal and/or the activities director.

I. POSITION: **MUSICAL SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The Musical Sponsor's immediate supervisor is the secondary principal and is under the general supervision of the activities director.
- 2.2 The Musical Sponsor has authority over all students in the All School Musical and related activities.

III. JOB RESPONSIBILITIES

- 3.1 The Musical Sponsor shall be the Vocal Music Instructor.
- 3.2 Plan, organize, and conduct an All School Musical/Variety Show Production each school year.
- 3.3 Operate the concession stand as scheduled.
- 3.4 Submit an itemized financial statement following the play, listing all receipts and expenditures, to the activities director.
- 3.5 At the end of each school year, schedule a date for the drama/comedy with the activities director.
- 3.6 Schedule and conduct try-outs for all students in the Spring Musical and other contests. Establish selection process guidelines and submit a copy to the activities director.
- 3.7 At the beginning of the school year, submit a copy of the recommended musical selection to the principal for approval.
- 3.8 Establish and clearly communicate to participants the philosophy, rules, and expectations of the program (including practice attendance). These should be in written form and distributed.
- 3.9 Maintain a solvent music activity account.
- 3.10 Present all musical/variety show awards at the Honors Night.
- 3.11 Provide publicity for your organization and participants to the Arlington Citizen and the district newsletter.
- 3.12 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.
- 3.13 Submit all state forms to the activity director in a timely fashion.
- 3.14 Submit all activity requisitions on the appropriate forms to the activity director. Requisitions for supplies and equipment for the ensuing year shall be submitted at the conclusion of the season.
- 3.15 Organize, conduct, and supervise practices throughout the season. Obtain approval from the activities director to cancel a practice session or to schedule a practice on the weekend. You must also schedule the building with the building coordinator.
- 3.16 See that participants do not loiter around the building or in the halls immediately after school or after practice and that they are released from practices in a timely manner, keeping in mind that on Wednesday nights, some participants may have church obligations and sponsors will make allowances.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The musical sponsor will be paid according to the negotiated agreement, paid over the twelve month pay period along with the salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - a. You request to be relieved of this duty, and your request is approved by the Superintendent.
  - b. The assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 The musical sponsor will be evaluated each year by the principal.

I. POSITION: **YEARBOOK SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The yearbook sponsor(s) is under the direct supervision of the secondary principal and under the general supervision of the activities director.
- 2.2 The yearbook sponsor(s) has the authority over all yearbook activities.

III. JOB RESPONSIBILITIES

- 3.1 Plan, develop, and submit a budget proposal of anticipated receipts and expenditures for publishing a yearbook. Also set a fundraising schedule and budget.
- 3.2 Publish and distribute a yearbook each year.
- 3.3 Organize a yearbook staff.
- 3.4 Develop and submit specifications for the yearbook for bidding purposes.
- 3.5 Establish criteria for admitting a student into yearbook class.
- 3.6 Develop and submit periodic proofs of the yearbook to the **principal** for approval.
- 3.7 Arrange and schedule all pictures for the yearbook. This to include a rotational system established in conjunction with newspaper staff to take pictures at various activities.
- 3.8 Each year collect deposits for yearbooks for the ensuing year.
- 3.9 Submit all activity requisitions on the appropriate forms to the activities director. Requisitions for supplies and equipment of the ensuing school year shall be submitted at the conclusion of the season.
- 3.10 Provide publicity for your organization and participants to the Arlington Citizen and the district newsletter.
- 3.11 Operate the concession stand as scheduled.
- 3.12 Develop a meeting schedule for Yearbook to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The yearbooks sponsor(s) will be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - a. You request to be relieved of this duty, and your request is approved by the superintendent.
  - b. The assignment is terminated upon recommendation by the principal and/or superintendent.

V. EVALUATION

- 5.1 The yearbook sponsor(s) will be evaluated each year by the principal and/or the activities director.

I. POSITION: **FRESHMAN CLASS SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The freshman class sponsor(s) is/are directly responsible to the secondary principal.
- 2.2 The freshman class sponsor(s) has/have authority over all freshman class organization activities.

III. JOB RESPONSIBILITIES

- 3.1 Conduct an election of officers by September 15, and inform the principal of the results.
- 3.2 Work with the class officers to plan class meetings, and hold class meetings as necessary. Receive approval in advance from the principal for any class meetings which are to be held during regular school hours.
- 3.3 Supervise all class meetings and see that the meetings are conducted in an orderly fashion.
- 3.4 Items of business requiring freshman class attention include:
  - a. have a balance of \$2,500 in the class treasury at the end of the freshman year. This may be accomplished through assessment of dues, fund raising events, or a combination of fund raising and dues.
  - b. organize for any approved fund raising efforts.
  - c. organize for any class parties or dances. One social event may be held for the class, and one social event may be held for all AHS students.
  - d. send cards or flowers to classmates or their families when appropriate.
  - e. organize for class participation in Homecoming activities, spirit contests, etc.
- 3.5 Observe all school policies regarding fund raising events, receipting and disbursing funds, sponsoring social events, and placing dates on the calendar. Clear all of these types of items with the principal and building facilitator.
- 3.6 Instruct and educate class officers with regards to specific duties of each officer and parliamentary procedure.
- 3.7 Be the primary supervisor for all freshman class activities; arrange for additional supervision as needed and as required by school policy and/or the principal.
- 3.8 Develop a meeting schedule for Freshman Class to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The freshman class sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal and activities director.

I. POSITION: **SOPHOMORE CLASS SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The sophomore class sponsors are directly responsible to the secondary principal and are under the general direction of the superintendent.
- 2.2 The sophomore class sponsors have authority over all sophomore class organization activities.

III. JOB RESPONSIBILITIES

- 3.1 Conduct an election of officers by September 15, and inform the principal of the results.
- 3.2 Work with the class officers to plan class meetings, and hold class meetings as necessary. Receive approval in advance from the principal for any class meetings which are to be held during regular school hours.
- 3.3 Supervise all class meetings and see that the meetings are conducted in an orderly fashion.
- 3.4 Items of business requiring sophomore class attention include:
  - a. have a balance of \$4,000 in the class treasury at the end of the sophomore year. This may be accomplished through assessment of dues, approved fund raising events, or a combination of fund raising and dues.
  - b. organize for any approved fund raising efforts.
  - c. organize for any class parties or dances. One social event may be held for the class, and one social event may be held for all AHS students.
  - d. send cards or flowers to classmates or their families when appropriate.
  - e. organize for class participation in Homecoming activities, spirit contests, etc.
  - f. select class members to be servers for the Junior-Senior Prom if needed.
  - g. select and order class rings
  - i. select site and date for prom for the following year.
- 3.5 Observe all school policies regarding fund raising events, receipting and disbursing funds, sponsoring social events, and placing dates on the calendar. Clear all of these types of items with the principal and building facilitator.
- 3.6 Instruct and educate class officers with regards to specific duties of each officer and parliamentary procedure.
- 3.7 Be the primary supervisor for all sophomore class activities; arrange for additional supervision as needed and as required by school policy and/or the principal.
- 3.8 Develop a meeting schedule for Sophomore Class to be given to the activities director prior to the students first day of school.

IV. CONDITION OF EMPLOYMENT

- 4.1 The sophomore class sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 4.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal and activities director.

I. POSITION: **JUNIOR CLASS SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The junior class sponsors are directly responsible to the secondary principal and are under the general direction of the superintendent.
- 2.2 The junior class sponsors have authority over all junior class organization activities.

III. JOB RESPONSIBILITIES

- 3.1 Conduct an election of officers by September 15, and inform the principal of the results.
- 3.2 Work with the class officers to plan class meetings, and hold class meetings as necessary. Receive approval in advance from the principal for any class meetings which are to be held during regular school hours.
- 3.3 Supervise all class meetings and see that the meetings are conducted in an orderly fashion.
- 3.4 Items of business requiring junior class attention include:
  - a. have a balance sufficient to pay for the prom. Sponsors are discouraged from spending in excess of the projected \$3,500-\$4,000 for prom. This may be accomplished through assessment of dues, approved fund raising events, or a combination of fund raising and dues.
  - b. have a balance of \$500-800 in the class treasury at the end of the year.
  - c. organize for any approved fund raising efforts.
  - d. organize for any class parties or dances. One social event may be held for the class, and one social event may be held for all AHS students.
  - e. send cards or flowers to classmates or their families when appropriate.
  - f. organize for class participation in Homecoming activities, spirit contests, etc.
  - g. plan, organize and host the Junior-Senior Prom.
  - h. select class members to be Commencement ushers.
  - i. provide corsages and flowers for Commencement; decorate the stage for Commencement.
- 3.5 Observe all school policies regarding fund raising events, receipting and disbursing funds, sponsoring social events, and placing dates on the calendar. Clear all of these types of items with the principal and building facilitator.
- 3.6 Instruct and educate class officers with regards to specific duties of each officer and parliamentary procedure.
- 3.7 Be the primary supervisor for all junior class activities; arrange for additional supervision as needed and as required by school policy and/or the principal.
- 3.8 Develop a meeting schedule for Junior Class to be given to the activities director prior to the students first day of school.

IV. CONDITION OF EMPLOYMENT

- 4.1 The junior class sponsors shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal and activities director.

I. POSITION: **SENIOR CLASS SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The senior class sponsors are directly responsible to the secondary principal and are under the general direction of the superintendent.
- 2.2 The senior class sponsors have authority over all senior class organization activities.

III. JOB RESPONSIBILITIES

- 3.1 Conduct an election of officers by September 15, and inform the principal of the results.
- 3.2 Work with the class officers to plan class meetings, and hold class meetings as necessary. Receive approval in advance from the principal for any class meetings which are to be held during regular school hours.
- 3.3 Supervise all class meetings; see that proper parliamentary procedures are followed and that the meeting are conducted in an orderly fashion.
- 3.4 Items of business requiring senior class attention include:
  - a. selection of class colors, class flower, and motto.
  - b. organize for any approved fund raising efforts.
  - c. organize for any class parties or dances. One social event may be held for the class, and one social event may be held for all AHS students.
  - d. designate how surplus funds are to be dispersed.
  - e. prepare and decorate facility for commencement.
- 3.5 Observe all school policies regarding fund raising events, receipting and disbursing funds, sponsoring social events, and placing dates on the calendar. Clear all of these types of items with the principal and building facilitator.
- 3.6 Assist the principal with graduation-related activities:
  - a. measuring for caps and gowns
  - b. ordering announcements
  - c. assisting at Commencement practice
  - d. assisting on Commencement day
- 3.7 Be the primary supervisor for all senior class activities; arrange for additional supervision as needed and as required by school policy and/or the principal.
- 3.8 Develop a meeting schedule for Senior Class to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The senior class sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal and activities director.

I. POSITION: **CHEERLEADER SPONSORS**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The cheerleading sponsor's immediate supervisor is the activities director.
- 2.2 The cheerleading sponsor(s) has authority over cheerleaders and their activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a cheerleader handbook. The handbook would include a purpose, objective, practice rules, general rules and regulations, cheerleader selection criteria, etc.
- 3.2 Maintain a solvent cheerleader budget.
- 3.3 Plan and conduct Homecoming activities each year in conjunction with a varsity football game.
- 3.4 Operate the concession stand as scheduled.
- 3.5 Organize, conduct, and supervise practices throughout the season. Obtain approval from the activities director to cancel a practice session or to schedule a practice on the weekend. You must also schedule the building with the building facilitator.
- 3.6 Sponsor and supervise all cheerleader activities, which includes fund raising, parent night, etc.
- 3.7 Supervise cheerleaders before, during, and after practices, as well as at games. A sponsor must monitor students leaving the building after a road trip.
- 3.8 See that participants do not loiter around the building or in the halls immediately after school or after practice and that they are released from practices in a timely manner, keeping in mind that on Wednesday nights, some participants may have church obligations and sponsors will make allowances.
- 3.9 Transport in school vehicles, cheerleaders to varsity away games.
- 3.11 Establish transportation needs through the activities director.
- 3.12 Organize and monitor cheerleader selections each year.
- 3.13 Attend award banquet and present seasons awards.
- 3.14 See that each participant has a physical examination form and parent consent form turned into the office prior to participating in practice.
- 3.15 Schedule and conduct a parents meeting to disseminate information on practice schedules, philosophy, training rules, expectations, etc. This information should be provided to cheerleaders and parents in written form via the handbook.
- 3.16 Provide publicity for your organization and participants to the Arlington Citizen and the district newsletter.
- 3.17 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.
- 3.18 Submit state forms to the activities director in a timely fashion.
- 3.19 Submit all activity requisitions on the appropriate forms to the activities director. Requisitions for supplies and equipment for the ensuing school year shall be submitted at the conclusion of the season.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The cheerleader sponsor(s) shall be paid according to the negotiated agreement, paid over the twelvemonth pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the activities director.

I. POSITION: **DANCE SQUAD SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The dance squad sponsor's immediate supervisor is the activities director.
- 2.2 The dance squad sponsor has authority over dance squad member and their activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a dance squad handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, dance squad selection criteria, etc.
- 3.2 Organize, conduct, and supervise practices throughout the season. Obtain approval from the activities director to cancel a practice session or to schedule a practice on the weekend. You must also schedule the building with the building facilitator.
- 3.3 See that participants do not loiter around the building or in the halls immediately after school or after practice and that they are released from practices in a timely fashion.
- 3.4 Be aware that on Wednesday nights some participants may have church obligations and sponsors will make allowances.
- 3.5 Organize and monitor dance squad selections each year.
- 3.6 Attend award banquet and present season awards.
- 3.7 See that each participant has a physical examination form and parent consent form turned into the office prior to participating in practice.
- 3.8 Operate the concession stand as scheduled.
- 3.9 provide publicity for your organization and participants to the Arlington Citizen and the district newsletter.
- 3.10 Confer with students (and/or parents/guardians) who are on probation or on the D/F List in some other capacity so that improvement in academics could be realized.
- 3.11 Submit state forms to the activities director in a timely fashion.
- 3.12 Submit all activity requisitions on the appropriate forms to the activities director. Requisitions for supplies and equipment for the ensuing school year shall be submitted at the conclusion of the season.
- 3.13 Perform at selected state playoff and championship games.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The dance squad sponsor shall be paid according to the negotiated agreement, paid over a twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the activities director.

I. POSITION: **NATIONAL HONOR SOCIETY SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The National Honor Society sponsor's immediate supervisor is the secondary principal and activities director.
- 2.2 The NHS sponsor has authority over NHS students and NHS activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a NHS handbook. The handbook would include a philosophy, purpose, objectives, selection procedures, constitutional rules and regulations, etc.
- 3.2 Schedule and conduct NHS meetings outside the regular school day as appropriate. Elect officers each year.
- 3.3 Plan and conduct NHS induction ceremonies which are usually held in conjunction with Honors Night.
- 3.4 Maintain a solvent NHS budget.
- 3.5 Sponsor all NHS activities, fund raising events, homecoming involvement, etc.
- 3.6 Assist in planning and conducting Honor Night.
- 3.7 Operate concession stand as scheduled.
- 3.8 Develop and publish a National Honor Society handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, selection criteria, etc.
- 3.9 Develop a meeting schedule for National Honor Society to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The NHS sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal and/or activities director.

I. POSITION: **FBLA SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The FBLA sponsor's immediate supervisor is the activities director and secondary principal is the secondary advisor..
- 2.2 The FBLA sponsor has authority over FBLA students and FBLA activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a handbook. The handbook would include a philosophy, purpose, objectives, selection procedures, constitutional rules and regulations, etc.
- 3.2 Supervise all FBLA activities.
- 3.3 Sponsor the FBLA students at the FBLA convention and other competition, clinics, etc.
- 3.4 Plan and conduct FBLA meeting outside the regular school day as appropriate.
- 3.5 Schedule the building usage with the building facilitator.
- 3.6 Schedule with the activities director all FBLA activities, approved fund raising events, etc.
- 3.7 Maintain a solvent FBLA budget.
- 3.8 Present any awards at Honors Night and/or FBLA Awards Night.
- 3.9 Arrange transportation for activities through the principal via the submitted field trip forms.
- 3.10 Submit all registrations on the appropriate forms to the activities director.
- 3.11 Provide publicity for your organization to the Arlington Citizen and the district newsletter.
- 3.12 Develop a meeting schedule for FBLA to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The F=BLA sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal.

II. POSITION: **SKILLS USA SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The SKILLS USA sponsor's immediate supervisor is the activities director and secondary principal is the secondary advisor..
- 2.3 The SKILLS USA sponsor has authority over SKILLS USA students and SKILLS USA activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a handbook. The handbook would include a philosophy, purpose, objectives, selection procedures, constitutional rules and regulations, etc.
- 3.2 Supervise all SKILLS USA activities.
- 3.3 Sponsor the SKILLS USA students at the SKILLS USA convention and other competition, clinics, etc.
- 3.4 Plan and conduct SKILLS USA meeting outside the regular school day as appropriate.
- 3.5 Schedule the building usage with the building facilitator.
- 3.6 Schedule with the activities director all SKILLS USA activities, approved fund raising events, etc.
- 3.7 Maintain a solvent FBLA budget.
- 3.8 Present any awards at Honors Night and/or SKILLS USA Awards Night.
- 3.9 Arrange transportation for activities through the principal via the submitted field trip forms.
- 3.10 Submit all registrations on the appropriate forms to the activities director.
- 3.12 Provide publicity for your organization to the Arlington Citizen and the district newsletter.
- 3.12 Develop a meeting schedule for SKILLS USA to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The SKILLS USA sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - c. you request to be relieved of this duty, and your request is approved by the superintendent;
  - d. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal.

POSITION: **FFA SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The FFA sponsor's immediate supervisor is the activities director and secondary principal is the secondary advisor.
- 2.4 The FFA sponsor has authority over FFA students and FFA activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a handbook. The handbook would include a philosophy, purpose, objectives, selection procedures, constitutional rules and regulations, etc.
- 3.2 Supervise all FFA activities.
- 3.3 Sponsor the FFA students at the FFA convention and other competition, clinics, etc.
- 3.4 Plan and conduct FFA meeting outside the regular school day as appropriate.
- 3.5 Schedule the building usage with the building facilitator.
- 3.6 Schedule with the activities director all FFA activities, approved fund raising events, etc.
- 3.7 Maintain a solvent FFA budget.
- 3.8 Present any awards at Honors Night and/or FFA Awards Night.
- 3.9 Arrange transportation for activities through the principal via the submitted field trip forms.
- 3.10 Submit all registrations on the appropriate forms to the activities director.
- 3.13 Provide publicity for your organization to the Arlington Citizen and the district newsletter.
- 3.12 Develop a meeting schedule for FFA to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The FFA sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - e. you request to be relieved of this duty, and your request is approved by the superintendent;
  - f. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal.

I. POSITION: **Student Council Sponsor**

The Student Council Sponsor is responsible for assisting the officers and members of student council in planning their programs and supervising their activities. This person shall report directly to the principal or designee

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The STUCO sponsor's immediate supervisor is the activities director and secondary advisor is the secondary principal.
- 2.5 The STUCO sponsor has authority over STUCO students and STUCO activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a handbook. The handbook would include a philosophy, purpose, objectives, selection/election procedures, constitutional rules and regulations, etc.
- 3.2 Plan and conduct executive council meeting and student council meetings outside of the school day as appropriate.
- 3.3 Supervise at all meetings and activities before, during, and after school hours.
- 3.4 Update knowledge of association affairs at the state and local levels by attending various workshops and rallies, including the NASC state convention.
- 3.5 Attend meetings of the executive council and student council.
- 3.6 Act as an intermediary, interpreter, and general liaison between members of student council, administration, faculty, staff, and other student organizations.
- 3.7 Assist with all activities undertaken for the whole school by student council and also maintain contact with the principal in matters affecting the whole student body.
- 3.8 Sign all student council announcements, memoranda to the faculty, calendar requests, and financial documents, ensuring that proper procedures are followed in handling funds with the school bookkeeper, the student council treasurer, and the executive council.
- 3.9 Schedule the building usage with the building facilitator and/or the activities director.
- 3.10 Schedule with the principal all STUCO activities, approved fund raising events, etc.
- 3.11 Maintain a solvent STUCO budget.
- 3.12 Arrange transportation for activities through the principal via the submitted field trip forms.
- 3.13 Submit all registrations on the appropriate forms to the activities director.
- 3.14 Provide publicity for your organization to the Arlington Citizen and the district newsletter.
- 3.15 Perform other related tasks/activities as assigned by the principal or designee.
- 3.16 Develop a meeting schedule for STUCO to be given to the activities director prior to the students first day of school.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The STUCO sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent;
  - b. the assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal.

## II. POSITION: **Middle School Leadership**

The Middle School Leadership is responsible for assisting the officers and members of student council in planning their programs and supervising their activities. This person shall report directly to the principal or assistant principal.

## II. RESPONSIBILITY AND AUTHORITY

- 2.1 The Middle School Leadership sponsor's immediate supervisor is the activities director and secondary advisor is the secondary principal.
- 2.6 The Middle School Leadership sponsor has authority over Middle School Leadership students and Middle School Leadership activities.

## III. JOB RESPONSIBILITIES

- 3.17 Develop and publish a handbook. The handbook would include a philosophy, purpose, objectives, selection/election procedures, constitutional rules and regulations, etc.
- 3.18 Plan and conduct executive council meeting and student council meetings outside of the school day as appropriate.
- 3.19 Supervise at all meetings and activities before, during, and after school hours.
- 3.20 Update knowledge of association affairs at the state and local levels by attending various workshops.
- 3.21 Attend meetings of the executive council and student council.
- 3.22 Act as an intermediary, interpreter, and general liaison between members of student council, administration, faculty, staff, and other student organizations.
- 3.23 Assist with all activities undertaken for the whole middle school by Middle School Leadership and also maintain contact with the principal in matters affecting the whole student body.
- 3.24 Sign all student council announcements, memoranda to the faculty, calendar requests, and financial documents, ensuring that proper procedures are followed in handling funds with the school bookkeeper, the student council treasurer, and the executive council.
- 3.25 Schedule the building usage with the building facilitator and/or the activities director.
- 3.26 Schedule with the principal all Middle School Leadership activities, approved fund raising events, etc.
- 3.27 Maintain a solvent Middle School Leadership budget.
- 3.28 Arrange transportation for activities through the principal via the submitted field trip forms.
- 3.29 Submit all registrations on the appropriate forms to the activities director.
- 3.30 Provide publicity for your organization to the Arlington Citizen and the district newsletter.
- 3.31 Perform other related tasks/activities as assigned by the principal or designee.
- 3.32 Develop a meeting schedule for Middle School Leadership to be given to the activities director prior to the students first day of school.

## IV. CONDITIONS OF EMPLOYMENT

- 4.1 The Middle School Leadership sponsor(s) shall be paid according to the negotiated agreement, paid over the twelve month pay period along with the regular salary.
- 4.2 Assignment of this extra duty shall continue from year to year, unless:
  - c. you request to be relieved of this duty, and your request is approved by the superintendent;
  - d. the assignment is terminated upon recommendation by the principal and/or the superintendent.

## V. EVALUATION

- 5.2 Performance of the duties in this extra duty assignment will be evaluated by the secondary principal.

POSITION: **Middle School STEM**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The Middle School STEM sponsor's immediate supervisor is the secondary principal and the general supervision of the activities director.
- 2.2 The Middle School STEM sponsor has authority over all students on the Middle School STEM and related activities.

III. JOB RESPONSIBILITIES

- 3.2 Plan and organize a Middle School STEM each school year.
- 3.3 Determine meeting dates and activities for the STEM.
- 3.4 Organize, conduct, and supervise meetings throughout the season.
- 3.4 Supervise the selection of materials to be read and/or presented.
- 3.5 Promote the love of STEM and the variety of STEM opportunities.
- 3.6 Increase the understanding of STEM and what career fields are tied to STEM.
- 3.7 Promote the practice of these different fields.
- 3.8 Share selected fields of study.
- 3.9 Encourage participation in shared inquiry gained from work in these area of study.
- 3.10 You must also schedule the building with the building coordinator.
- 3.11 Develop and publish a STEM handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, selection criteria, etc.
- 3.12 Develop a meeting schedule for STEM to be given to the activities director prior to the students first day of school.
- 3.13 Schedule and conduct STEM meetings outside the regular school day as appropriate.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The Middle School STEM sponsor will be paid according to the negotiated agreement, paid over the twelve month pay period along with the salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - a. You request to be relieved of this duty, and your request is approved by the superintendent;
  - b. The assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 The Middle School STEM sponsor will be evaluated each year by the principal and/or the activities director.

I. POSITION: **QUIZ BOWL SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The quiz bowl sponsor's immediate supervisor is the activities director.
- 2.2 The quiz bowl sponsor has authority over quiz bowl members and their activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a quiz bowl handbook. The handbook would include information on philosophy, practice expectations, general rules and regulations, performance expectations, and selection criteria.
- 3.2 Plan and organize a quiz bowl team.
- 3.3 Organize the quiz bowl team for Conference and other competitions as can be scheduled.
- 3.4 Attend Honors Night and present awards.
- 3.5 Provide publicity for your organization and participants to the Arlington Citizen and district newsletter.
- 3.6 Operate the concession stand as scheduled.
- 3.7 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.
- 3.8 Submit all activity requisitions on the appropriate forms to the activities director.
- 3.9 Develop and publish a Quiz Bowl handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, selection criteria, etc.
- 3.10 Develop a meeting schedule for Quiz Bowl to be given to the activities director prior to the students first day of school.
- 3.11 Schedule and conduct Quiz meetings outside the regular school day as appropriate.

IV. CONDITIONS OF EMPLOYMENT

- 2.1 The quiz bowl sponsor(s) shall be paid according to the negotiated agreement, paid over a twelve month pay period with the regular salary.
- 2.2 Assignment of this extra duty shall continue from year to year, unless:
  - a. you request to be relieved of this duty, and your request is approved by the superintendent.
  - b. the assignment is terminated upon recommendation by the principal and/or superintendent.

V. EVALUATION

- 5.1 Performance of the duties in this extra duty assignment will be evaluated by the activities director.

I. POSITION: **SPEECH SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The Speech sponsor's immediate supervisor is the activities director and secondary supervisor is the secondary principal.
- 2.2 The Speech sponsor has authority over all students on the Speech Team and related activities.

III. JOB RESPONSIBILITIES

- 3.1 Develop and publish a speech handbook. The handbook would include information on philosophy, practice expectations, general rules and regulations, performance expectations, and selection criterion.
- 3.2 Plan and organize a speech team each school year.
- 3.3 Operate the concession stand as scheduled.
- 3.4 Maintain a solvent Speech Activity Account.
- 3.5 Present all Speech awards at the Honors Night.
- 3.6 Provide publicity for your organization and participants to the Arlington Citizen and the district newsletter.
- 3.7 Confer with students (and/or parents/guardians) who are on probation or on the D/F list in some other capacity so that improvement in academics could be realized.
- 3.8 Submit all state forms in a timely fashion.
- 3.9 Submit all activity requisitions on the appropriate forms to the activity director. Requisitions for supplies and equipment for the ensuing year shall be submitted at the conclusion of the season.
- 3.10 Organize, conduct, and supervise practices throughout the season. Obtain approval from the activities director to cancel a practice session or to schedule a practice on the weekend. You must also schedule the building with the building coordinator.
- 3.11 See that participants do not loiter around the building or in the halls immediately after school or after practice and that they are released from practices in a timely manner, keeping in mind that on Wednesday nights, some participants may have church obligations and sponsors will make allowances.
- 3.12 Develop a meeting schedule for Speech to be given to the activities director prior to the students first day of school.
- 3.13 Schedule and conduct Speech meetings outside the regular school day as appropriate.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The Speech sponsor will be paid according to the negotiated agreement, paid over the twelve month pay period along with the salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - a. You request to be relieved of this duty, and your request is approved by the superintendent.
  - b. The assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 The Speech Sponsor will be evaluated each year by the principal and/or the activities director.

I. POSITION: **ART CLUB SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The Art Club sponsor's immediate supervisor is the secondary principal and the general supervision of the activities director.
- 2.2 The Art Club sponsor has authority over all students on the Art Club and related activities.

III. JOB RESPONSIBILITIES

- 3.2 Plan and organize a Art Club each school year.
- 3.5 Determine meeting dates and activities for the Art Club.
- 3.6 Organize, conduct, and supervise meetings throughout the season.
- 3.4 Supervise the selection of materials to be read and/or presented.
- 3.5 Promote the love of art and the variety of art genres.
- 3.6 Increase the understanding of genres.
- 3.7 Promote the practice of these different genres
- 3.14 Share selected genres
- 3.15 Encourage participation in shared inquiry gained from work in these genres.
- 3.16 You must also schedule the building with the building coordinator.
- 3.17 Develop and publish an Art Club handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, selection criteria, etc.
- 3.18 Develop a meeting schedule for Art Club to be given to the activities director prior to the students first day of school.
- 3.19 Schedule and conduct Art Club meetings outside the regular school day as appropriate.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The Art Club sponsor will be paid according to the negotiated agreement, paid over the twelve month pay period along with the salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - c. You request to be relieved of this duty, and your request is approved by the superintendent;
  - d. The assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 The Art Club sponsor will be evaluated each year by the principal and/or the activities director.

I. POSITION: **BOOK CLUB SPONSOR**

II. RESPONSIBILITY AND AUTHORITY

- 2.1 The Book Club sponsor's immediate supervisor is the secondary principal and the general supervision of the activities director.
- 2.2 The Book Club sponsor has authority over all students on the Book Club and related activities.

III. JOB RESPONSIBILITIES

- 3.2 Plan and organize a Book Club each school year.
- 3.7 Determine meeting dates and activities for the Book Club.
- 3.8 Organize, conduct, and supervise meetings throughout the season.
- 3.4 Supervise the selection of materials to be read and/or presented.
- 3.5 Promote the reading of a variety of literary styles and genres.
- 3.6 Increase the understanding of the literary merits of books.
- 3.7 Promote the writing of book reviews as books are provided by publishers.
- 3.20 Share selected and recommended readings.
- 3.21 Encourage participation in shared inquiry gained from the readings.
- 3.22 Facilitate the writing school improvements goals.
- 3.23 You must also schedule the building with the building coordinator.
- 3.24 Develop and publish a Book Club handbook. The handbook would include information on philosophy, practice schedules, practice rules, general rules and regulations, expectations, selection criteria, etc.
- 3.25 Develop a meeting schedule for Book Club to be given to the activities director prior to the students first day of school.
- 3.26 Schedule and conduct Book Club meetings outside the regular school day as appropriate.

IV. CONDITIONS OF EMPLOYMENT

- 4.1 The Book Club sponsor will be paid according to the negotiated agreement, paid over the twelve month pay period along with the salary.
- 4.2 Assignment of this extra duty shall continue from year to year unless:
  - e. You request to be relieved of this duty, and your request is approved by the superintendent;
  - f. The assignment is terminated upon recommendation by the principal and/or the superintendent.

V. EVALUATION

- 5.1 The Book Club sponsor will be evaluated each year by the principal and/or the activities director.

## MONEY COLLECTION PROCEDURE

1. A sponsor may request a temporary cash box from the bookkeeper. The cash box is kept with the admission/concession money.
2. If a fundraiser is done in conjunction with a regular activity event, the sponsor counts the proceeds, and the moneybag is taken to the bank with the admissions and concession money.
3. If the fundraiser is done as a separate event, the supervisor will collect and maintain all monies until the final deposit. These monies should be locked up in the superintendent's office on a daily basis. The final deposit is made with the High School secretary.
4. The High School secretary counts and receipts the money that day.

## PRACTICE GUIDELINES

1. On Wednesday coaches/sponsors are expected to make allowances for church related activities.
2. Two-a-day practices will be permitted for fall sports until the first day students return to school.
3. After school begins, you must obtain the activities director's approval to conduct a practice session on a day when school is not in session; this includes vacation days, weekends, bad weather days, etc.
4. The stage area is off-limits for conducting any type of practice with the exception of drama and limited others as arranged with the activities director.
5. Weight training programs, lifting times, and duration will be established by the weight training coordinator in cooperation with the coaching staff and activities director.
6. Only the head coach and/or assistant coach should get ice from the kitchen - make sure the door is locked when leaving. The ice room is to be used for all sports-related needs when at all possible.
7. If you practice when there is nobody else in the building, make sure you turn off the lights and check to see that the security system is armed.
8. As a general rule, when school is not held for weather-related reasons, practices or games will not be held either.

## SUMMER CAMPS

Summer camps or others that assess a fee for participation and have any type of affiliation with Arlington Public Schools will be subject to the approval of the activities director. All coaches/sponsors who wish to host a youth, junior high, or senior high age camp or clinic should submit a proposal for approval to the activities department by April 1. Proposals must include the following: description of the camp/clinic, goals and objectives, age/skill level, participant fees, coaching and clinician wages, timeline, itemized income and expense sheet (include receipts for all expenditures).

## ACADEMIC ELIGIBILITY

Student (grades 9-12) are subject to eligibility rules established by the NSAA: "to be eligible a student shall have earned 20 semester hours of school work for the immediate preceding semester." In addition, all students at Arlington Junior-Senior High must maintain passing grades to be eligible to participate in co-curricular activities. This is determined on a weekly basis. Following are the academic eligibility guidelines:

1. A student who is reported failing one class will have a one-week probationary period to revise the course grade to a passing mark. If after the one-week probationary period the student is still failing the class, he/she will be ruled ineligible for participation in all extracurricular activities. The suspension period will be until the first Tuesday it is determined the student is receiving a passing grade in all classes (**Ineligibility periods run from Tuesday through Monday**).
2. A student who is reported failing two or more classes will be immediately ruled academically ineligible for participation in all co-curricular activities. The eligibility period will be until the first Tuesday it is determined the student is receiving a passing grade in all classes (**Ineligibility periods run from Tuesday through Monday**).
3. A student ruled academically ineligible is still required to practice during the suspension period.

4. Dressing for participation, riding the bus and other specifics are up to the coach/supervisor. Ineligible students will not be excused from classes to attend an activity held during the school day.
5. Teachers who submit names to the ineligibility list will be responsible for **contacting parents** about the student's status. Parents and staff should work together to develop a plan for student improvement.

### **ATTENDANCE**

The student must be in attendance **for a full day prior** to the scheduled event in which the student is a participant, unless approved by the school administration. Attendance at school following a late night activity is required as well. Students must be in attendance periods 6, 7, and 8 to participate in practice unless the Principal or Activities Director gives special permission.

### **PRACTICE ATTENDANCE**

Practice is required if the student is in attendance at school unless excused by the coach or sponsor. Violators may be subject to penalties, which may include suspension from competition. This does not apply to students who are suspended from school for disciplinary measures. Those students may not practice or attend activities at home or away during a suspension for disciplinary reasons.

### **ACTIVITY ABSENCES**

Any time a participant will miss part or all of his/her classes due to an "activity absence", they are responsible for meeting with all of their teachers prior to their departure and making arrangements for assignments to be handed in and material that will be missed.

### **ATHLETIC INJURIES AND THEIR TREATMENT**

Any student who is injured should notify the head coach immediately. The coach should assess the seriousness of the injury and render preliminary treatment. If a student is held out of practice/competition by a doctor, due to an injury, concussion or serious illness, the **student will not be allowed to participate until a release from the doctor and parent has been received** by the coach.

### **TRAINING SERVICES**

Providing adequate training services for Arlington Public Schools is a priority. It is the goal of the athletic department to obtain coverage that will include physical exams, six days a week Sports Injury Clinic, one to two days a week on site injury clinic, and full coverage at a select number of events throughout the school year.

### **SCHOLAR ATHLETE AWARDS**

Students who earn a varsity letter in their sport plus achieve Honor Roll (with distinction) or Honor Roll status for a quarter or semester in which their sport is in season, will be honored as a scholar athlete.

### **BOOSTER CLUB**

All requests made to the Booster Club need to be requested, **in writing with proposal amounts listed**, through the activities director. Requests to the Booster Club, not made through the AD, will not be honored.

### **FUNDRAISING**

All fundraising requests/activities **MUST** be approved by the administration. No exceptions!

## **TEAM PURCHASES**

Coaches should not require any team purchase (i.e. team shoes). Stemming from LB 1172, the Arlington student fee policy prohibits coaches from requiring any athletes to make any team purchases.

## **ATHLETIC PARTICIPATION PHILOSOPHY**

Following are the participation guidelines coaches are expected to implement in each of their respective programs.

### **Junior High (7th & 8th Grades)**

The emphasis at the junior high level in all sports is participation as well as sportsmanship, developing a positive competitive spirit, self-pride, team pride, etc. No student is cut from a squad nor shall a coach encourage a student to quit the team due to lack of ability.

Every participant shall play in every game if he/she has attended practices faithfully and met other criteria for participation. A 5th quarter or a three game format may be used to give everyone some actual game experience; however, it should be conducted in a planned and organized manner.

Heavy emphasis is to be placed on the teaching of fundamentals.

### **Reserve (9th Grade)**

Emphasis remains on participation and the development of fundamentals and techniques. Every freshman shall play in every freshman game if he/she has attended practices faithfully and met other criteria for participation.

No student shall be cut from a squad nor shall a coach encourage a student to quit the team due to a lack of ability.

In basketball and volleyball, no freshman shall participate at both the freshman and varsity level during the same week, unless numbers are inadequate and special permission is granted by the activities director.

In football, freshmen may be used for varsity football contests; however, if any freshmen suit up for a varsity game, all freshmen shall suit up.

### **Junior Varsity**

At the J.V. level, playing time is given to players with apparent potential for future varsity contributions. However, playing time should be given to as many players as possible in order to give the late developers a chance to emerge. Emphasis on fundamentals and techniques is stressed.

No student is cut from a squad nor shall a coach encourage a student to quit the team due to a lack of ability.

All J.V. members shall suit up for each J.V. contest. Traditional seniors may participate on J.V. squad only if numbers or circumstances necessitate the need. Approval must be granted by the Activities Director.

### **Varsity**

We are striving to build strong, competitive athletic teams---teams in which the players, parents, and community can be proud. Participation is not assured squad members at this level; ability to perform is the primary determinant. However, coaches are encouraged to substitute when it is apparent the game is either won or lost.

No student shall be cut from a squad nor shall a coach encourage a student to quit the team due to a lack of ability. However, each athlete must earn the right to suit up for varsity basketball and volleyball contests, where there are a fixed number of varsity positions allowed. Seniors who do not make the top team are entitled to remain out for practices and have the opportunity to earn a position with the top team.

## **Protecting Young Victims from Sexual Abuse and Safe Sport Authorization Act of 2017**

This law applies to schools that participate in interstate competition (such as crossing state lines to compete, practice or for camps). Employees, including coaches, of a school that participates in interstate competition must report suspected child abuse, including sexual abuse, as soon as possible. "As soon as possible" is defined as "within a 24-hour period." The penalties for failing to comply with this law are very severe.

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## **LETTERING REQUIREMENTS**

### **Football**



#### **18 Point Eagle Football Lettering System**

Lettering in a sport is recognition of the athlete's *preparation, practice, and performance*. The Eagle Football lettering system recognizes and rewards an athlete's hard work and commitment prior to the season during the summer strength and conditioning program as well as during the season in practice and on varsity game nights. To reflect the athlete's dedication and to reward their performance as an Arlington Eagle football athlete, members of the football team have an opportunity to earn points toward a varsity letter. Athletes must earn **18** points to earn a varsity letter and may accumulate those points according to the point system and guidelines listed below.

- 3 points – Perfect weight room attendance
- 3 points – Perfect SAC attendance
- 2 points – Perfect conditioning attendance
- 2 points – Awarded by fellow teammates as *Scout Player of the Year*
- 2 points – Minimum weight room attendance
- 2 points – Minimum SAC attendance
- 1 point – For each half of a varsity contest in which the athlete recorded playing time

The coaching staff may nominate athletes they believe should earn a letter based on their work ethic, program support, and positive contribution to the football team. The coaching staff will discuss the nomination to determine if the athlete meets the criteria. While these nominations are rare, the coaching staff reserves the right to make such nominations.

Non-player members of the football program may earn a varsity letter as a full-time team manager.

Any athlete dismissed from the team or leaves the team voluntarily is not eligible to receive a letter.

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### **Volleyball**

"Prior preparation prevents poor performance." This quote represents lettering requirements for volleyball, because it shows the preparation the athlete makes in the summer, practice during the season, and performance for successful varsity competition. Volleyball players have an opportunity to work toward a varsity letter through the point system listed below. A player must accumulate 30 points to earn a varsity letter.

- 5 points            Completing the expected 16 strength and conditioning workouts as well as the pre- and post- tests
- 5 points            50 activity hours for the summer
- 1 point            For each open gym and/or conditioning session throughout the summer
- 1 point            For each game of varsity match competition

The coaching staff has the discretion of lettering an athlete based upon attitude, work ethic, and contribution to the program in a positive way. Athletes may also earn a letter as a member of the varsity squad if an injury prevents her from completing the season, as long as she is in good standing with the program and continues to participate as a member of the team as best as she is able.

Full-time student assistants may earn a varsity letter.

Dismissal from the team or voluntarily leaving the team will prevent an athlete from earning a varsity

letter.

## **Boys and Girls' Golf**

- A. Demonstrate golf skills/course etiquette/rules knowledge
- B. Attitude/Effort/Enthusiasm/Commitment
- C. Score in the top 15 at an invitational/tournament or  
Score in the top 3 twice during duals or triangulars
- D. Receive a medal at an invitational
- E. Be in at least 50% of the varsity golf meets

## **Track**

**Under the guidelines of the Arlington Track Program, an athlete can earn a letter when he/she scores in a major meet.**

**Score** – Place in an individual or relay event.

**Major meet** – A meet in which there are at least five teams competing. This does not include relay meets.

\*The coaching staff may nominate athletes they believe should earn a letter based on their work ethic, program support, and positive contribution to the track team. The coaching staff will discuss the nomination to determine if the athlete meets the criteria. While these nominations are rare, the coaching staff reserves the right to make such nominations.

\*Any athlete dismissed from the team is not eligible to receive a letter.

## **Boys' and Girls' Basketball**

A varsity basketball player will earn a letter if he plays at least two quarters in 60% of the total games played. For example, if there are 20 total games played in a season and a player has played at least two quarters in 12 of those games, he would receive a letter.

The coaching staff reserves the right to award a varsity player a letter, whom they feel is deserving, even if that player did not reach the “quarters played” criteria mentioned above.

Non-player members of the basketball program may earn a varsity letter as a full-time team manager.

**Any basketball player who is dismissed from the team or leaves the team voluntarily is not eligible to receive a varsity letter.**

## **Softball**

To receive a letter in softball, an athlete must earn a minimum of 15 points.

- \* 5 points = Perfect summer strength and conditioning attendance.
- \* 4 points = Complete 75% of optional summer speed development sessions.
- \* 3 points = Minimum summer strength and conditioning attendance.
- \* 2 points = Attend Eagles summer softball camp and help with youth summer camp
- \* 1 point = For each varsity game participated in

Failure to comply with Arlington High School, NSAA, or team rules and regulations will result in a deduction or total loss of points based on offense.

The coaching staff reserves the right to award an athletic letter to a participant based on their dedication, attitude, work ethic, and contributions.

Non-player members of the softball program may earn a varsity letter as a full-time team manager.

**Any athlete dismissed from the team or leaves the team voluntarily is not eligible to receive a letter.**

## **Cross Country**

Athletes will need 20 points to receive a letter upon successful completion of the season.

- 1 point per week with 100% effort
- 1 point per meet when placing higher than any previous meet or significant time improvement (1<sup>st</sup> meet sets the standard)
- 5 points for placing in the top 10
- 3 points for placing 11-20
- 1 point for placing 21-30
- 3 points for team placing in the top 1-2-3 (all competing varsity athletes will receive points)
- 2 points for team placing in the top 4-5 (all competing varsity athletes will receive points)
- 2 points for any disciplinary actions (per infraction)
- 3 points for qualifying for state
- 1 point for each road race competed prior to the season
- Coaches discretion

## **Wrestling**

### **Lettering Criteria**

1. Score 40 points during the season at the varsity level.
  - 1 point for varsity loss
  - 2 points for varsity win
  - 1 point for each summer open gym session or team camp attended.

## Dance & Cheer

- A. Letters will be awarded at the Spring Athletic Banquet to those members of the dance or cheer squad who have met the following criteria:
1. The member must maintain a positive attitude throughout the year.
  2. The member must have followed the Arlington High School Code of Conduct as specified in the Student Handbook.
  3. The member may not letter if they have been dismissed from the squad.
  4. The member must maintain a 2.5 GPA
  5. The member must have attended and participated in **all** of the events that have been deemed mandatory throughout the year. This includes practices, games, fund-raisers, meetings, and other events.
  6. The member must be dependable and willing to work.
  7. The member must be a true team player who promotes open and honest relationships within the squad.
  8. The member must represent Arlington High School as a positive role model.

The sponsors will determine the letter winners according to the above criteria.

### Arlington High School Competitive Speech Team Lettering Policy:

All students who compete for Arlington High School's competitive speech team will receive a certificate of participation. In order for a competitor to be considered for a letter, he/she must earn at least 150 points throughout the season. Points may be earned in the following ways:

1. 10 points for attending each mandatory practice (usually on Thursday evenings before Saturday meets).
2. 10 points for "practicing" in another class. (Must be scheduled.)
2. 10 points for competing in each meet.
3. Scoring individual varsity competition points:
  - 10 pts. for 6<sup>th</sup> place
  - 15 pts. for 5<sup>th</sup> place
  - 20 pts. for 4<sup>th</sup> place
  - 25 pts. for 3<sup>rd</sup> place
  - 30 pts. for 2<sup>nd</sup> place
  - 40 pts. for 1<sup>st</sup> place
4. Students participating in group events will earn competition points divisible by the number of students in his/her group (2 for duet acting, 3-5 for OID).

All competitors wishing to receive an award for speech must have no unexcused absences and must represent Arlington High School with integrity for the duration of the season.

The coach(es) may nominate participants for a letter based on work ethic, program support, and/or positive contribution to the speech team. While these nominations are rare, the coach reserves the right to make such nominations.

### **STATE TOURNAMENT ATTENDANCE**

Attendance by coaches at Nebraska state sponsored tournaments in each sport will be governed by the administration of the Arlington Public Schools in the following manner:

- 1) Such attendance shall be considered an example of personal or professional leave.
- 2) On school days, attendance shall be permitted with the approval of the building principal.
- 3) Head coaches are granted 2 days and assistant coaches are granted one 1 day of professional leave to attend the state tournament during their sport. One additional day of personal leave may be granted to attend the state tournament during their sport.

### **Head Coaches & Varsity Assistants**

Professional leave may be granted (Policy 4157.3) for coaching clinics.

Personal leave may also be used for such events. Two with pay, one without pay.  
(Policy 4152.2)

### **Reimbursement, expenses covered**

- (1) Professional leave: \$20/day (Regular school days) \$30/day (Non-student days--does not apply to Saturday and/or vacation days.)
- (2) Clinics: expenses may be allowed from that coach's athletic account, subject to approval by the activities director. Maximum \$200.00
- (3) **Personal leave: no expenses allowed.**
- (4) State tournaments: *no expenses allowed from athletic budget.*
- (5) Coaches Association dues may be paid out of the athletic accounts if needed.
- (6) Meals while a team or team members are participating at a state event: \$5 – breakfast; \$7 – lunch; \$9 – dinner (Full days are \$21) **\*This is only if a team qualifies.** In individual events, the activities director will make a determination on numbers of coaches to be included.

### **RISK MANAGEMENT**

As a superintendent, principal, or activities director, you are accountable for the activity program and student welfare. Until the 1990's, administrators were named less frequently as defendants in negligence litigation. Recent judicial decisions indicate the courts are holding building and program administrators liable for failure of their staff to conform to rules and regulations, unsafe facilities and equipment, improper supervision and instruction, and due process. In sports activities, the safest programs will never avoid all accidents and injuries. However, school personnel can reduce the risk by not taking "short-cuts", identifying and eliminating unsafe hazards, and making safety a priority. The following information is provided to encourage the management of risk on an ongoing basis. The guidelines are not all-inclusive and are not legal advice. Consult your school attorney and liability insurance carrier to determine the best plan for your situation.

#### **I. WARNING:**

- A. The "failure to warn" is one of the most significant allegations in sports' injury litigation.
- B. To adhere to the "duty to warn", personnel working with students and spectators must advise these individuals by some method of the risk of potential injury. This should be done in order that participants, parents, and individuals attending an event or using school's equipment or facilities have an opportunity to understand and weigh the potential risk in advance.
- C. **Parental Consent Form:** Be sure all participants in your activity programs and their parent(s) sign the parental consent form provided by your school before practice of any nature. The form has a warning statement which must be signed by the participant and parent(s).
- D. When teaching various techniques in their respective sports, coaches should warn the

- participants of possible consequences if the techniques are not properly executed.
- E. When hosting events where spectators are present, the public address announcer should warn of the dangers of standing or sitting in restricted areas or near the sidelines, going onto the playing surface, jumping on bleachers, etc. Be sure to have any restricted areas clearly marked.
  - F. Locker room supervision is a must.
  - G. On trips, particularly if staying overnight, develop a definite procedure for supervision.
  - H. Be reasonably certain that a student is physically capable of performing a skill or technique before placing him/her in a situation where an injury may occur if the skill or technique is improperly executed.
  - I. In contact sports, use caution in matching one competitor against another. Do not permit individuals who are not members of the team to participate.

## II. **FACILITIES AND EQUIPMENT:**

- A. Inspect facilities and equipment on a regular basis and document when the inspection was made, unsafe condition found, and action taken.
- B. If equipment needs repairs, make the necessary repairs or don't use the equipment. Don't continue to permit the continual use of unsafe facilities hoping that an accident does not occur.
- C. Equipment and facilities, for example pole vault landing pads, high jump landing pads, discus cage, landing pits in long jump and triple jump, etc., should meet the specifications required by rules.
- D. The following are equipment and facilities which should be inspected periodically:
  1. Bleachers-hand rails, sides and top, identify walkways, loose or defective boards.
  2. Playing Fields-exposed sprinkler heads, uncovered drains, holes or depressions, rocks or glass, out-of-bounds areas clear of hazards.
  3. Weight Rooms-frayed cables, check pulleys, chains, and sprockets on all exercise equipment. Adequate space between stations. Floors should be sanitary and free of moisture.
  4. Playing Court/Mat Surfaces-any loose equipment or hazards a safe distance from playing area, area is clean and free of moisture.
  5. Track and Field-surfaces of runways and track, landing pads, standards for high jump and pole vault, discus cage, shot and discus ring surfaces, competitive areas clear of obstructions.

## III. **MEDICAL:**

- A. Every participant in an athletic activity should have had a physical examination. This exam must take place after May 1 (prior to upcoming school year) and before first practice session or game is allowed.
- B. Although it is not possible to have trained medical personnel present for all practices and contest, a procedure should be developed for medical emergencies. Coaches and sponsors should be assigned definite tasks to perform during an emergency.
- C. Coaches or sponsors should be certified in CPR and first aid.
- D. Caution should be used in permitting an injured athlete to re-enter a contest. If a player sustained an injury which required medical attention and was required to miss practices or contests because of the injury, he/she should not be permitted to resume practice without clearance from medical personnel.
- E. Adopt a procedure for the care of an athlete who sustains a cut or an injury which causes bleeding. Have a procedure and personnel designated to clean blood and other body fluids from the playing surface in an appropriate manner.

IV. **TRAVEL:**

- A. When possible, use school or chartered vehicles to transport students participating in activities. Students are to travel with the team or organization to all events and will be allowed to leave an event apart from the team or organization under the following conditions:
  - 1) The student and his/her parents have contacted the coach/sponsor requesting permission for special travel arrangements. NOTE: Coaches/sponsors may deny student/parent request, if they wish the student remain with the team or organization.
  - 2) If permission is granted, the student will only be released to HIS/HER PARENTS, unless approved by the administration.
- B. The Catastrophic Injury Insurance requires that in order to have coverage while traveling to or from a contest, or to or from practice the students must be transported in a school designated vehicle driven by an adult licensed driver.
- C. Students should not be permitted to drive their own vehicles on school sponsored trips without prior approval from administration.
- D. If non-school vehicles are used to transport students, know the qualifications of the driver, be certain he/she is licensed, and there is adequate insurance on the vehicle. A certificate of insurance from the owner of the vehicle is recommended. If using non-school vehicles or renting or leasing vehicles, check the school's liability policy to determine if there is coverage for non-owned or hired vehicles.
- E. During the summer, the individual team or organization is required to pay for gas if you use a school vehicle.

The teacher, coach, and/or adult sponsor are charged with the management and handling of students when on school transportation vehicles. As a sponsor you are charged with the following responsibilities:

**SAFETY ITEMS:**

1. Submit Transportation Manifest as required.
2. Keep the noise level down.
3. There should be 'no talking or noise' when the bus is stopped at railroad crossings.
4. Make sure students stay seated. Avoid standing, kneeling, changing seats, and peering over seats.
5. Sign activity sheet after trip as required.
6. Keep all aisles and emergency exits cleared.
7. All district transportation vehicles have forms entitled BASIC FIRST AID and EMERGENCY EVACUATION PROCEDURES. All sponsors should know where these forms are located and be informed on evacuation procedures.

**COURTESY ITEMS:**

1. Sponsor should sit in a location that ensures they can monitor students effectively. Sitting at front with all students behind you is not advised.
2. Sponsor is charged with ensuring that the bus/vans are picked up. That duty can be delegated to students but sponsor should perform a walkthrough to make sure it is appropriately executed.

V. **ADMINISTRATION:**

Follow the developed program for teaching and promoting the ideals and fundamentals of good sportsmanship within the school, as designated by the NSAA and the Capitol Conference, at all events.

Provide appropriate supervisory personnel for each interscholastic event.

Support participants, coaches and fans that teach and display good sportsmanship.

Recognize exemplary behavior and actively discourage undesirable conduct by participants, coaches, and fans.

VI. **COACHES:**

Always set a good example for participants and fans to follow, exemplifying the highest moral and ethical behavior.

Instruct participants in proper sportsmanship responsibilities and demand that they make sportsmanship the No. 1 priority.

Respect judgment of contest officials, abide by rules of the event, and display no behavior that could incite fans.

Treat opposing coaches, participants, and fans with respect. Shake hands with officials, communicate with opposing coach in public, find complimentary things to say to opposing players afterwards.

Develop and enforce penalties for participants who do not abide by sportsmanship standards.

## **VII. PLAYERS:**

Treat opponents with respect; shake hands prior to and after contests.

Respect judgment of contest officials, abide by rules of the contest, and display no behavior that could incite fans.

Cooperate with officials, coaches, and fellow participants to conduct a fair contest.

Accept seriously the responsibility and privilege of representing school and community; display positive actions publicly at all times.

Live up to the standard of sportsmanship established by your school.

## **VIII. CHEERLEADERS:**

Stimulate desired crowd response using only positive cheers, signs and praise without antagonizing all demeaning opponents.

Treat opposing spirit groups and fans with respect.

Recognize outstanding performances on either side of the playing field or court.

Know rules and strategies of the contest in order to cheer at proper times.

Maintain enthusiasm and composure, serving as a role model.

## **IX. PARENTS & SPECTATORS:**

Realize that a ticket is a privilege to observe a contest and support high school activities, not a license to be cynical and/or abusive during contests.

Respect decisions made by contest officials.

Be an exemplary role model by positively supporting teams in every manner possible, including content of cheers and signs.

Respect other fans, coaches, and participants; from your school and others in the competition.

Be FAN-tastic, **not** a FAN-atic.

**X. KEYS TO SUPERIOR HIGH SCHOOL COACHING:** (by Harvey Greer)

Having watched and supervised hundreds of high school coaches over the past 30 years. I have often wondered exactly what it is that enables some coaches to be so successful year after year.

I have always realized, of course, that the consistently successful programs have certain hard-core essentials in place: outstanding personnel, solid technical teaching, and outstanding organization.

But I have also realized that outstanding coaching involves something more - the special traits, beliefs, and work habits of the individual coach.

Several years ago, I decided to see whether I could pinpoint these special qualities and philosophies. My first step was to contact most of the state athletic activities associations and ask them to identify the coaches who had consistently demonstrated a high level of skill over the year. The associations proved extremely cooperative, and I was able to send a lengthy essay-type questionnaire to 110 coaches throughout the country. Sixty-six of them returned the survey, and their answers were everything I had hoped for.

Following are the special traits/beliefs/actions that most of them consider to be of major importance in coaching:

1. Make a constant effort to communicate your expectations to every player and to make each understand his role in the team structure. Also make a strong effort to communicate your expectations to the players' parents.
2. Constantly work on preparing the athletes mentally for competition. Teach them what to think and how to think. Remember that mental preparation is just as important as physical preparation.
3. Constantly simulate game conditions in your practice situations. Do not waste time on drills that are not performance-enhancing to the specific sport. Also concentrate on doing the drills correctly and being time-management oriented. Long practices are not the answer. Well-organized and well-focused practices should be the rule.
4. Involve your players in the team goal-setting process. Work on these goals almost every day and develop them as far in advance as possible.
5. Invest a significant amount of time in interviewing your athletes. Learn as much as you can about them. Realize that each has to be motivated differently and that you have to determine how to do this most effectively.
6. Forge a positive/caring spirit among players; a kind "family" feeling. Develop the sort of activities that will help bond the athletes and coaches. These may vary from going to a movie together to camping trips, retreats, dinners, etc.
7. Emphasize attitude and effort, rather than winning. Reward effort before performance.
8. Devise programs that emphasize fun and laughter.
9. Get your team to approach competition with the attitude that they can win and should expect to win, rather than with the attitude of trying not to lose.
10. Keep everything in the program simple, with emphasis on the development of basic skills and attention to detail. Credo: "Details make champions."
11. Make positive reinforcement a top priority in the program. Try to say something positive to every athlete every day. Whenever something is performed correctly, reinforce the effort immediately. If you say something negative, immediately follow with a positive statement.

12. Clearly identify the core values that you teach every day - values such as effort, attitude, honesty, respect for teammates, sportsmanship, etc. Try to make these values a tradition of the program.
13. Put your athletes in better physical condition than the opponents, and convince them of it.
14. Teach rhetorically, visually, and kinesthetically.
15. Continually challenge both the athletes and yourself to leave your "comfort zones" and strive to reach new levels of achievement. Encourage the athletes to be risk-takers.
16. Care for the athletes as individuals and stay interested in their total life. Openly express your love for both the sport and the athletes. Encourage the athletes to come back and see you after graduation and to support the program. "Our association is for a lifetime."
17. Have a minimum of team rules, but definitely enforce whatever rules you have. Clearly express your expectations of the athletes both in the sport and away from it.
18. Encourage all your athletes to participate in other sports. The competitive experience will help them improve in every sport.
19. Communicate regularly with the team captains. Teach leadership skills. Develop player leadership in the off-season.
20. Sponsor and encourage participation in the off-season strength program.
21. Take the members of your staff to several clinics on your sport. (Hire the kind of assistant coaches who will stay with the program and always be loyal to it.)
22. Make use of visualization.
23. Create situations that will attract parents to the program and then make them want to support it.

**SUMMARY:**

It is apparent that all of these excellent coaches believe that every successful program must be predicated upon four fundamental tenets:

1. Developing a family atmosphere that bonds the athletes and enables them to work toward common goals.
2. Creating positive reinforcement.
3. Encouraging athletes to participate in other sports.
4. Having high expectations and helping the athletes achieve them.

These are the cornerstones of a great program. Now add all the other traits/actions and you will achieve your ultimate goals.

## **CO-CURRICULAR ACTIVITIES CODE**

Co-Curricular activities are extensions of Arlington Public School District's curriculum and the students' academic experience and are privileges afforded to the students during their educational experience. The District believes students participating in co-curricular activities should be a positive representative for themselves, their families, their school and community. This District, along with the NSAA, believes that alcohol, tobacco, and illegal substances have no place in a student's life at any time and more so during the time the student is participating in a co-curricular activity. *This includes all dances or activities that are sponsored by the school. **Regardless of being of age, tobacco is not permitted if you desire being a part of the school's co-curricular activities.***

It is the duty of all coaches and sponsors of the Arlington Public Schools system to enforce the Arlington Junior/Senior High School Activities Code, in addition to regulations set forth by the Nebraska State Activities Association. They (coaches/sponsors) may establish and enforce other rules for their activities, which must not conflict with NSAA or district guidelines and must be approved by the administration.

All students in grades 7-12 are subject to these guidelines throughout the school year from the first Monday in August to the last day of competition or the last day of school (whichever is later.) Deviations may occur with non-athletic activities due to lack of a defined season and/or the activity being class-based. The Arlington Public Schools may impose more severe sanctions than the minimums listed below depending on the severity of any violations.

### **STANDARDS OF CONDUCT**

#### **A. GENERAL CONDUCT**

Any conduct harmful to the image of the Arlington Activities Program merits immediate discipline from the coach/sponsor and activities director. Examples of poor conduct include, but are not limited to, skipping practice, poor citizenship, poor sportsmanship, illegal acts, violent behavior and other such conduct. Sanctions for poor conduct will be determined by the coach/sponsor/Activities Director and approved by the building principal. Some conduct may be serious enough to merit suspension, forfeiture of varsity letter and award nomination eligibility as well as dismissal from the team.

#### **B. TOBACCO**

Any student determined to be engaged in the possession or use of tobacco, tobacco products or look-alike tobacco products will be held accountable to the following:

First offense: Two week suspension from participating in all co-curricular activities, events, dances and/or contests. This can be reduced to a one week suspension if a tobacco evaluation of the student is completed and verified by school officials at the student's expense. Student would still attend practices and meetings.

Second offense: Five week suspension from participation in all co-curricular activities, events, dances, and/or contests. This can be reduced to a three week suspension if a tobacco evaluation of the student is completed and verified by school officials at the student's expense. Student would still attend practices and meetings.

Third offense: Suspension from participating in all co-curricular activities, events, dances, and/or contests for the remainder of the school year.

## C. DRUGS AND ALCOHOL

Any student determined to be engaged in the possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting substances and/or drug paraphernalia. (In this instance possession will be more liberally interpreted to include attendance at gatherings in which others are engaged in the unlawful possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting substances and/or drug paraphernalia and/or proximity to others engaged in the unlawful possession, use, or distribution of alcohol, drugs, look-alike drugs, look-alike alcoholic beverages, behavior-affecting substances and/or drug paraphernalia (example being in a vehicle.) A student will be found in violation of this part of the code if reports by legal authorities verify a violation, if a student self-reports a violation, and/or if school district employee witnesses and reports a violation. Parents and participants will sign a release of information from law enforcement and county court prior to being allowed to participate in Arlington Public Schools' co-curricular activities.

### First Offense:

*Situation 1:* Five-week suspension from participating in all co-curricular activities, events, and/or contests.

*Situation 2:* Three-week suspension from participating in all co-curricular activities, events, and/or contests for a student that can provide proof of non-consumption through valid test(s) administered by a law enforcement official at the scene.

**Self Report (1<sup>st</sup> Offense Only):** Anyone that self-reports will receive a two-week reduction in their suspension period for being honest and taking responsibility for their actions. The self-report must happen in a timely manner in which the student reports prior to the administration starting their formal investigation.

### Second Offense:

A second violation of our Activity Code is considered serious and results in a suspension from participating in all co-curricular activities, events, and/or contests **for the remainder of the school year.**

## POLICY ENFORCEMENT

Consequences and/or sanctions will be administered as soon as the activities director, principal, or other designee has determined, through a formal investigation, that an activity code violation has occurred. If an alleged violation of the activity code of conduct occurs the procedures for handling the situation are the same as those governing a short-term suspension which can be found in handbook information sent to parents/guardians at the beginning of the year. The student shall have the right to appeal the decision of the Activities Director to the Violations Board. The Violations Board shall consist of the sponsor/head coach, one other head coach/sponsor, and a district administrator or a designee of any one or more. If the student or his/her parents request a hearing before the Violations Board, the hearing will be conducted in an informal conference setting as soon as possible. No further hearing will be provided. After hearing all sides, the violations board will render a final decision within 5 school days. Should a question arise regarding a rule or regulation of the Nebraska School Activities Association and the need arises for an individual to know the due process procedures of the NSAA, they may be found in the NSAA yearbook which can be obtained from the Superintendent, Junior-Senior High Principal or the Activities Director.

2019-2020 Activites Sponsors			2019-2020 Coaches	
Activities Director	James Shada	45	Head Football	Steven Gubbels
			Asst. Football	Tyler Spitsner
Head Cheerleading	Shelly Miller		Asst. Football	Steve Johnson
Asst. Cheerleading	Shawna Tierney		Asst. Football	Connor Eurek
			Asst. Football	Colter Mattson
Book Club	Nicole Sok		MS Football	Steve Johnson





# Arlington Public Schools

2021-2022



## COVID-19 Pandemic Learn-in-Person Plan

Approved on July 13, 2020; Revised Nov 9, 2020; Revised May 10, 2021; Revised June 28, 2021-pending approval

### Administrative Team:

Dr. Dawn Lewis, Superintendent

Mr. Aaron Pfingsten, Secondary Principal

Mrs. Jacqueline Morgan, Elementary Principal/SPED Director

Mr. James Shada, Assistant Principal/Activities Director

Mrs. Tashia Wolf, Curriculum Director/Assessment Coordinator

Three Rivers Public Health Department has coordinated with schools since the beginning of the pandemic to ensure student and staff safety and reduce the risk of spreading COVID. We will continue to take their recommendations into advisement as the 2021-2022 school year begins. Their information is available at: <https://www.threeriverspublichealth.org/Coronavirus-Updates>. We will have a link to this on our [www.apseagles.org](http://www.apseagles.org) website. If you need to be tested for COVID-19, the Test Nebraska website can quickly help you find a location.

All enrolled students and staff will be expected to be present in school daily. Any changes to this typical schedule, will be communicated through our Blackboard Connect calling system, via video or email message, and placed on all social media outlets.

The use of face coverings will be **optional** during the 2021-2022 School Year. Hand sanitizer will be readily available in multiple locations throughout the building. Practices that ensure low viral spread and proper hygiene will be strongly encouraged.

We will follow guidance from Three Rivers Health Department and the CDC for the necessity of quarantine in the event of illness or exposure. We will monitor the impact of COVID-19 on our community, and within the walls of our school on a class by class basis and communicate and adjust as necessary.

Students required to quarantine or isolate will continue to be present in class via technology, utilizing resources posted on CANVAS and other virtual means (zoom, email, etc.), unless actively ill with COVID-19 and unable to participate. Student attendance will reflect their “virtual presence.” All work required for classes is expected to be completed in a timely manner, and regular communication between students and teachers is required, and should be documented. Families will be required to provide documentation of COVID-19 illness to the school nurse.

Staff in quarantine or isolation are required to communicate with building principals regularly unless actively ill with COVID-19. If possible and/or necessary, teachers will deliver instruction via the following means; specific lesson plans for substitute teachers, resources posted on CANVAS, video lessons, and real-time conferencing with classes. Email should be checked regularly to communicate with students.

Facilities will be cleaned and sanitized regularly. Airflow systems filters will be changed as advised to ensure clean air quality.

Decisions regarding quarantine of individual students or staff, groups of students, and entire classrooms will be made in consultation with Three Rivers Public Health Department, based on contact tracing and active spread of the virus in the school setting.

**Arlington Public Schools Risk Factor Plans**  
(Masks optional)  
Desks Deep Cleaned Daily

Area of Emphasis	<b>Low Risk</b>	<b>Medium Risk</b>	<b>Elevated Risk</b>	<b>High Risk</b>
Health Screening	Normal Operation	Parents Screen symptoms at home--Self monitor for symptoms. If one or more symptoms occur, see school nurse for guidance	Parents Screen for fever and symptoms at home--Students monitor and report symptoms to the school nurse.	Parents Screen for fever and symptoms at home--Masks are worn as determined necessary by CDC and/or 3RPHD
On Buses for routes and/or activities	Normal Operation	Bus routes run as normal, with efforts made to keep students spread out as much as possible.	Bus routes run as normal. Efforts are made to ensure seats are jointly occupied by household family members only to reduce the risk of virus spreading.	Bus routes run normally, but masks may be required to ride. Cleaning occurs after each route.
In Classrooms	Normal Operation	Deep Cleaning occurs daily, sanitizer is readily available for students and staff.	Desks are adequately spaced and sanitized daily. The use of hand sanitizer is strongly encouraged on a regular basis.	All of "orange" requirements; Special classes may occur in classrooms on a rotating basis when necessary, except PE; No intermingling of classroom groups
Congregate Times (hallway passing, arrival, dismissal, etc)	Normal Operation	Contact Activities strongly discouraged. Dismissal times may be staggered to reduce congestion in the halls.	Contact Actions strongly discouraged. Class dismissal times will be staggered to reduce congestion. Physical Distancing encouraged.	Observe orange protocols in place. Spacing markers placed to assist in physical distancing of students.
Lunchroom	Normal Operation; No Touch Check Out Implemented	No Touch Checkout; Ala Carte Available upon asking. Salad Bar available but served by kitchen staff	No Touch Checkout; Social Distancing Carefully Monitored; Ala Carte Available; tables spaced throughout building and/or gym used for seating; Eating occurs in same-student groups	Mingling of students when finished eating prohibited; Dismissal from lunch staggered; students spread throughout the gym; Additional elementary classes

				may eat in classrooms
Recess	Normal Operation	Sanitizing of Playground Equipment Regularly; Fewer Groups on Playground at once if possible;	Sanitizing of Equipment after use; Fewer Groups on Playground at once; limited access to equipment; Contact Game discouraged	One classroom per recess time; all balls sanitized after each recess; games that require contact prohibited
Restrooms	Normal Operation	Additional Cleaning throughout day; no-touch foot door pulls installed; hand washing and/or use of sanitizer reminders posted	Additional Cleaning Throughout Day; Limited amount of persons at once; no-touch foot door pulls installed; hand-washing and use of sanitizer mandatory	Same as Orange Protocols
Technology	Normal Operation	Students will transition to 1:1 computer so they will always use the same device; Device checked in/out from TA; sharing devices discouraged	Students will transition to 1:1 computer so they will always use the same device; Device checked in/out from TA; sharing devices and extensions (headphones, etc.) prohibited; Library Lab by Appointment	Same as Orange Protocols
Activities	Normal Participation	Guidelines set by NSAA will be followed strictly;	Guidelines set by NSAA will be followed strictly	As set by NSAA

# PROPOSAL



## Total Fire & Security, Inc.

408 East 1<sup>st</sup> Street  
Fremont, NE 68025  
Phone: (844) 275-3473  
Fax: (402) 721-1849

*Project:* Arlington Public Schools – New Addition IP Cameras & VMS Upgrade

*Bid Date:* 6/14/2021

*Total Fire & Security Inc Respectfully Submits the Following Proposal:* Provide and install Vivotek IP cameras in the new addition at the facility listed above. This includes the installation of (2) exterior 360-degree IP cameras, (1) interior 360-degree IP camera and (1) interior fixed dome IP camera. As part of this proposal the (43) existing Avigilon IP cameras throughout the existing school will be migrated to the new Vivotek VAST video management software. This proposal includes equipment, installation, configuration and c

**Equipment/Material:**

- 1 – Vivotek VAST Video Management Software
  - 43 – Vivotek VASTCHAN ONVIF Channel Licenses
  - 3 – Vivotek FE9391EV 12MP 360 Degree Fisheye Cameras
  - 1 – Vivotek FD9388HTV 2.8-12MM Vandal Dome Camera
  - 2 – Vivotek AM221 Exterior Gooseneck Mounts
  - 2 – Vivotek AM414 Exterior Corner Mount Bracket
  - 2 – Vivotek AM520 Fisheye Camera Adapter
  - 1 – Trendnet TPET80G 8-Channel Gigabit PoE Switch
- Miscellaneous wire, boxes, connectors, etc.

**Total lump sum price (excludes taxes, if applicable) .....\$8,153.70**

- \* All work to be performed during normal business hours.*
- \*Customer is responsible for providing a stable and operable network*
- \*Troubleshooting and/or repair of existing IP cameras will be billed separately.*

*Payment to be made as follows: Progressive billing, due on receipt.*  
*NOTE: This proposal may be withdrawn if not accepted in 30 days.*

\_\_\_\_\_  
*Authorized Signature*

*Acceptance of Proposal: The above prices and conditions are hereby accepted. You are authorized to do the work as specified.*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Authorized Signature*