Board of Education Regular Meeting
Monday, June 27, 2022 6:00 PM

Virginia Moon Administrative Center
8545 Park Dr
Ralston, NE 68127-3621

Agenda

1. Call To Order
   Speaker(s): Board President
2. Pledge of Allegiance
   Speaker(s): Board President
   2.1. Roll Call - Excuse Board Members not in attendance
      Speaker(s): Board President
3. Public Comment Sign In Procedure
   3.1. Public Comment
4. Consent Agenda (Action)
   Speaker(s): Board President
5. Board Development and Communication
   5.1. Board Members' Update
6. Superintendent's Report
   Speaker(s): Superintendent
   6.1. One World Mobile Health Van Update
      Speaker(s): Ms. Melissa Stolley
   6.2. Legislative Services DRAFT Contract
      Speaker(s): Dr. Mark Adler
   6.3. End of Year Data Report and Assessment Plan Overview
      Speaker(s): Dr. Cecilia Wilken
   6.4. District Bond Project Update
      Speaker(s): Dr. Mark Adler
   6.5. Grease Interceptor Bid Consideration
      Speaker(s): Mr. Jason Buckingham
   6.6. Government Relations Update
      Speaker(s): Dr. Mark Adler
   6.7. NASB Updates and Information
      Speaker(s): Mrs. Robin Richards
   6.8. Enrollment Update
      Speaker(s): Dr. Mark Adler
7. Standards Based School Improvement
   7.1. 2022-2023 Sign Language Interpreter Contract (Action)
      Speaker(s): Dr. Michael Rupprecht
   7.2. Civil Engineering Services Contract Payment (Action)
      Speaker(s): Mr. Jason Buckingham
8. Policy Review
   8.1. Elementary, Middle School, and High School DRAFT Handbooks
      Speaker(s): Dr. Cecilia Wilken
9. Executive Session Disclosure

10. Pre-Adjournment Information and Activities
    10.1. Announcements
    10.2. Board of Education Supplemental Meeting Information
    10.3. Future Board Calendar
11. Adjourn

2009
Public Participation at Board Meetings

The board of education shall conduct its meetings in accordance with the Nebraska Open Meetings Act.

The board shall make reasonable efforts to accommodate the public's right to hear the discussions and testimony presented at its meetings. The board shall make available at the meeting, for examination and copying by members of the public, at least one copy of all reproducible written material to be discussed in open session of the meeting.

The board is not required to allow citizens to speak at each meeting, but it will provide the opportunity for public participation at least four times per year. The board may make and enforce reasonable rules and regulations regarding the conduct of persons attending, speaking at, videotaping, photographing, or recording its meetings.

The board shall not require members of the public to identify themselves as a condition for admission to the meeting, nor shall such body require that the name of any member of the public be placed on the agenda prior to such meeting in order to speak about items on the agenda. However, the board may require members of the public desiring to address the board to identify themselves.

Adopted on: March 25, 2019
Revised on:
Reviewed on: March 25, 2019

Procedure: 2009

Ralston Board of Education
Public Comment Procedures

The Ralston Board of Education appreciates the public's right to provide public comment. It is the practice of the Ralston Board to listen to the public comment, without discussion between the public and the Board. Should you have a question or ask for follow-up from the Board, the Board President or Chair of the meeting will direct the Superintendent to address the requests and provide additional information to you as appropriate. We ask that you refrain from personal comments about individuals and the use of vulgar or inappropriate language in addressing the Board.

The following will help guide the Public Comment agenda item at Board Meetings and Public Hearings:

1. Persons speaking during Public Comment will be called forward individually by the Board President or Chair to the location identified for such purpose.
2. The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around three (3) minutes. In the event more than 10 individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.
3. Each individual speaking to the Board will be required to identify himself or herself prior to giving public comment or when related business is on the agenda. A “Record of Appearance” card is provided for this purpose.
4. Persons wishing to appear will be heard in the order in which the Board President or Chair of the meeting determines appropriate.
5. In cases where more than one person wishes to speak on the same topic, their presentations to the Board may, at the discretion of the Board President or Chair, be grouped together by topic.
6. Persons speaking to the Board during public comment may make printed materials available to the Board but may not use any other form of media.

Procedure: 2009

Public Participation at Board Meetings Form

Ralston Board of Education
PUBLIC COMMENTS

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

The board will generally allow a total of 30 minutes for the presentation of all public comments. Individuals may only speak one time per topic and must limit comments to around three (3) minutes. In the event more than 10 individuals wish to address the board, the 30 minutes will be divided equally between the number of speakers. At the discretion of the Board President or Chair, speakers may be allotted additional time.

PLEASE PRINT

Name _____ Date_____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

_____

_____

Ralston Public Schools
Board of Education Regular Meeting

Monday, June 13, 2022

The Ralston Public Schools Board of Education met in open, public session on June 13, 2022. The meeting took place at the Virginia Moon Administrative Center, 8545 Park Drive, Ralston, NE. The District provided advanced notice by publication in *The Omaha Daily Record* and on the District's website, www.ralstonschools.org.

Call to Order
Board President, Ms. Mary Roarty, called the meeting to order at 6:00 pm.

Roll Call
In addition to the Board members, those in attendance included Dr. Mark Adler, Mr. Jason Buckingham, Dr. Mike Rupprecht, Mr. Jim Frederick, and Mrs. Marci Carroll.

Consent Agenda
Consent agenda items included minutes from the May 23rd meeting; May Financial Reports, May bills in the amount of $666,507.99 for the General Fund, and $206,456.28 for the Special Building Fund. Prior to the meeting Mrs. Robin Richards and Dr. Jay Irwin reviewed the bills.

Recommended the following teachers be hired for the 2022-2023 school year:
Tammy Klug - District Nurse. BA-Nebraska Methodist College, MA-Nebraska Methodist College.
Kyle Kikta - RHS - SPED Teacher. BA-University of Wisconsin. Previous Experience: Tomah Area School District, Tomah, WI (2019-2022).

Recommended the following resignation be accepted:
Sam Servellon - RMS Math

A motion to approve consent agenda was made by Mrs. Liz Kumru and seconded by Dr. Jay Irwin.

Ms. Roarty:	Yes
Mrs. Richards:	Yes
Mrs. Kumru:	Yes
Dr. Irwin:	Yes
Mr. Riepe:	Yes
Mrs. Willey:	Yes

BOARD DEVELOPMENT AND COMMUNICATION

Board Comments
Board members stated they appreciated the District's Food Service staff for coordinating the weekly meal distributions for students and families. Breakfast and lunch are available Monday through Friday at Blumfield, Ralston Middle School, and Ralston High School for all children ages 18 and under and their parents/guardians.

The Board members also thanked our teachers and staff for providing summer school opportunities and camps, which assist students in building their reading and math skills. Several Board members also

stated they enjoyed taking part in the virtual tour of the new Mockingbird Elementary provided by BCDM Architects.

2022-23 District Breakfast and Lunch Prices

Mr. Jason Buckingham provided an overview of the Nutrition Services Program and proposed a couple of draft adjustments to the breakfast and lunch prices for the 2022-2023 school year. In addition, he provided breakfast and lunch price comparisons to other school districts in the metro area. The Board will review the proposals, and any changes to meal prices will be included as part of the District Student Fee's Hearing later this summer.

Public Power Sales Tax

Mr. Buckingham led a discussion with the Board about recent happenings with the Nebraska Auditor of Public Accounts (APA) and how tax dollars from Omaha Public Power District are distributed to several political subdivisions. Mr. Buckingham went over how RPS and several other subdivisions have been underpaid, how others have overpaid, how the new formula will be calculated, and how the refund our District received will affect future state aid dollars. Mr. Buckingham will keep the Board apprised of the situation.

District Bond Project Update

Construction of the new Mockingbird Elementary School is set to begin. Major excavation, grading, and new footings will take place over the summer. Other updates include:

June 13, 2022
- Received initial quote KCAV
- Builder's Risk Insurance for MB site procured
- Set up temporary office space for Weitz job
- Pre-bid walkthrough meeting RMS/KW HVAC Phase 2

June 6, 2022
- Technology presentation, Promethean Boards
- Secured quotes for Builder's Risk Insurance for MB project
- Technology design follow up for MB 6/3 BCDM
- Received approval for storm water permit from City of Omaha

2022-23 Sign Language Interpreter Contract

Dr. Rupprecht outlined the changes negotiated between the District and the Sign Language Interpreters employee group. The Board will approve the contract and any suggested changes at the June 27th Board of Education meeting.

Government Relations Update

Dr. Adler mentioned a draft contract between Ralston Public Schools and Kissel, Kohout, ES Associates would be presented at the June 27th meeting. Mr. Joe Kohout will be on hand to answer questions and hear suggestions from Board members regarding legislative services provided by the firm.

NASB Update

Mrs. Richards reported that NASB is currently weighing their options on how to proceed with their membership with the National School Board Association. More information will be presented at the next Board meeting.

Enrollment Update

Dr. Adler reported enrollment numbers would be updated in July to reflect the 2022-2023 school year. The District will continue to accept option enrollment applications but some grade levels are at capacity.

STANDARD BASED SCHOOL IMPROVEMENT

No Agenda Items

Policy Review

The following policies were reviewed:

- Policy 4043 – Professional Boundaries and Appropriate Relationships Between Employees and Students – no suggested changes.
- Policy 5018 – Parent and Guardian Involvement in Education Practices – no suggested changes
- Policy 5019 – Communicating with Parents – no suggested changes
- Policy 5054 – Student Bullying – no suggested changes

EXECUTIVE SESSION

No Executive Session scheduled

Adjournment

The Board adjourned at 8:32 pm with a motion made by Mrs. Robin Richards and a second by Dr. Jay Irwin.

Mrs. Willey:	Yes
Mrs. Kumru:	Yes
Mr. Riepe:	Yes
Ms. Roarty:	Yes
Dr. Irwin:	Yes
Mrs. Richards:	Yes

The next regular meeting is scheduled for June 27, 2022 at 6:00 pm at the Virginia Moon Administrative Center.

_____

Ms. Mary Roarty, President

_____

Mrs. Liz Kumru, Secretary

Ralston
PUBLIC SCHOOLS

Dr. Mark Adler
Superintendent
Mr. Jason Buckingham
Assistant Superintendent for Business
Dr. Cecilia Wilken
Assistant Superintendent for Learning

June 27th, 2022

Teacher Certification Office
P.O. Box 94987
Lincoln, NE 68509-4987

To Whom It May Concern:

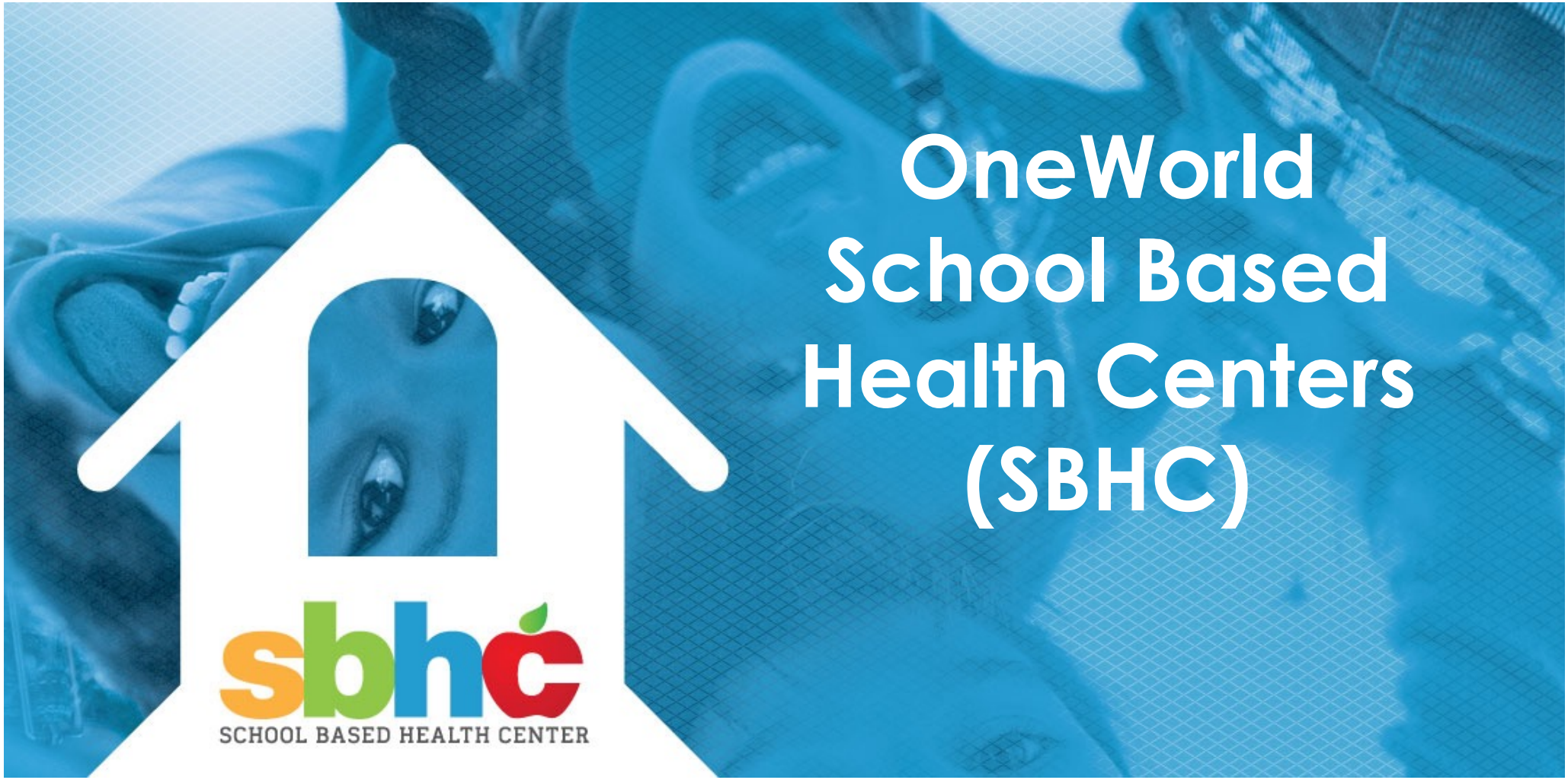
The use of the local substitute teaching certificate has been approved by the board of education of the Ralston Public Schools. I request that you issue a local substitute teaching certificate to:

Jill Anderson

(SSN withheld)

Sincerely,

Dr. Mark Adler, Superintendent
Ralston Public Schools



OneWorld School Based Health Centers (SBHC)

Update as of June 2022

OneWorld Community Health Centers, Inc.

OMAHA PUBLIC SCHOOLS

BELLEVUE PUBLIC SCHOOLS
CHAMPIONS FOR CHILDREN

Ralston PUBLIC SCHOOLS

Westside Community Schools
Community. Innovation. Excellence.

OneWorld
Medical Mobile Locations



Bellevue Public Schools

- Bellevue East High School (Mondays)
- Mission Middle School (Thursdays)

Ralston Public Schools

- Ralston Middle School (Fridays)
- Ralston High School (Tuesdays)

Westside Public Schools

Rotation of Hillside, West Campus High School, & Westgate(Wednesdays)

OneWorld School Based Health Center Services



- School and sports physicals
- Well child checks
- Immunizations
- Sick visits
- Affordable medications
- Rapid testing for strep throat, influenza, and COVID-19
- Psychiatric diagnosis and medication management (anxiety, depression, ADHD, etc)
- Behavioral health counseling
- Medicaid enrollment assistance

Who can use Medical Mobile Services



- All children enrolled in Bellevue, Ralston and Westside Public Schools - consent and enrollment required
- All siblings of children enrolled Bellevue, Ralston, and Westside Public Schools
- Faculty of Bellevue, Ralston, and Westside Public Schools

OneWorld School Based Health Centers Impact



Medical Mobile

Since August 2021:

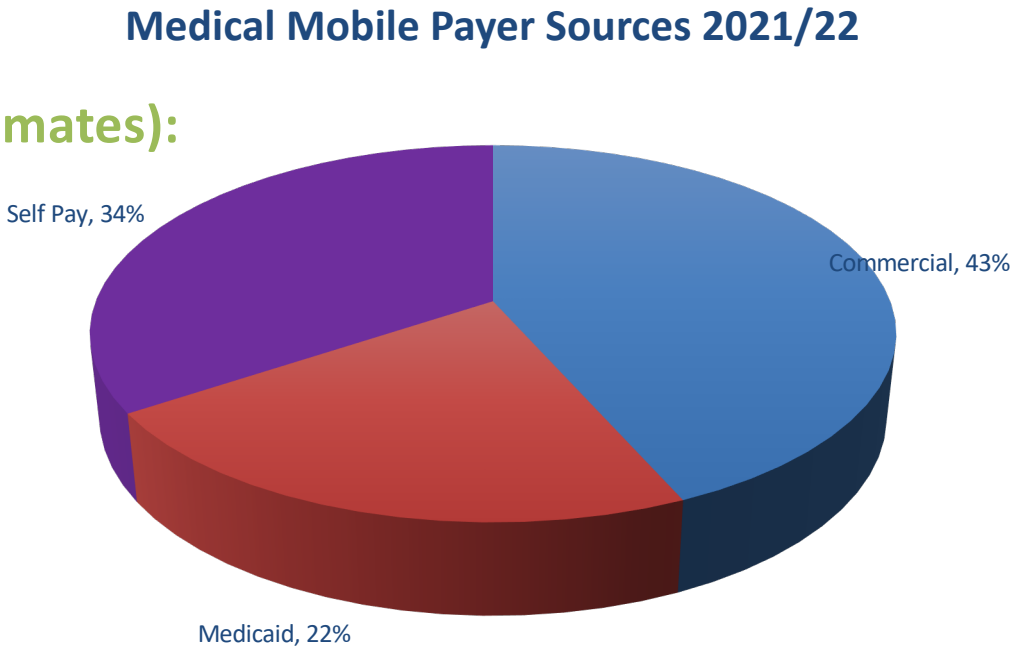
- Provided health care access in 643 visits
  - Ralston 430 Visits (Included COVID-19 Vaccine Events)

Ralston School District	
COVID-19 Visits	48
Behavioral Health Vists	42
Well Visits	17
Immunization Visits	299
Acute Care Visits	24
Total	430

OneWorld Impact –Med Mobile

Who we serve (approximates):

- 22% Medicaid
- 34% Uninsured
- 43% Commercial



OneWorld Community Health Centers, Inc.

Questions?



Legislative Services Contract Between Ralston Public Schools and Kissel, Kohout, ES Associates for 2022-2025

This agreement is made and entered into this_____ day of _____, 2022, by and between Joseph D. Kohout, representing Kissel Kohout ES Associates, L.L.C., hereinafter called "Contractor", and the Ralston Public Schools, hereinafter called "RPS".

Whereas RPS proposes to engage Contractor in accordance with the terms and conditions set forth herein to render certain special professional services in the area of legislative and governmental affairs activity; and

Whereas Contractor possesses certain skills, experience, and competency to perform such services, and RPS is agreeable to engaging Contractor for such services upon the terms herein provided.

Now, therefore, the parties do mutually agree as follows:

1. **Engagement of Contractor**.
   RPS agrees to engage the contractor and contractor agrees to provide the services and advice as hereinafter set forth. The parties intend to create an independent contractor relationship with this Agreement. RPS is interested only in the results to be achieved. The conduct and control of the work will lie solely with the Contractor. The Contractor is not to be considered an employee of RPS for any purpose and neither the Contractor nor the Contractor's employees are entitled to any of the benefits that RPS provides to its employees. RPS does not agree to use Contractor exclusively, and the Contractor is free to contract to perform similar services for other entities while under contract with the RPS.

2. **Scope of Services.**
   RPS agrees to employ the contractor and contractor agrees to provide the services as set forth in the Scope of Services which is attached hereto, marked as Appendix "A".

3. **Terms of Contract.**
   The term of the contract shall be for a period of three (3) years, commencing on August 1, 2022 and may either terminate on July 31, 2025 or be renewed upon mutual agreement of both parties prior to the aforementioned termination date.

4. **Compensation.**
   For the period beginning on August 1, 2022, RPS agrees to pay to the Contractor compensation for services set forth in Appendix B. Contractor shall not be entitled to reimbursement for expenses and agrees to pay all expenses incurred in the service to RPS from the agreed upon fees. Such amount shall be billed to client in monthly installments.

5. **Registered Lobbyist.**
   The contractor shall at all times be registered as a lobbyist for RPS for the duration of this contract pursuant to Nebraska law. The contractor shall file in a timely manner all forms and reports required by law to be filed with the Nebraska Accountability and Disclosure Commission or any other administrative agency with jurisdiction over contractor or RPS.

Legislative Services Contract Between Ralston Public Schools and Kissel, Kohout, ES Associates for 2022-2025

6. **Personal Performance**.
   The contractor agrees to personally perform the services set forth in this agreement.

7. **Support Services.**
   When deemed necessary by RPS and its representatives in consultation with Contractor, RPS shall make its staff and/or Board Members available to Contractor to provide testimony and information needed to further RPS's purposes before the Legislature.

8. **Interest of Contractor.**
   Contractor covenants that the firm presently has no interests and shall not acquire any direct interest that would conflict in any manner or degree with performance of services required under this contract. Contractor will notify RPS of Contractor's intent to represent clients relevant to the fields of interest to RPS. Principal recognizes that Contractor is engaged in the business of lobbying for a number of clients. From time to time an issue of legislative concern may affect more than one of the Contactor's clients. RPS and Contractor further recognize that the legislative interests of RPS and the other clients of Contractor may not always be compatible. Any conflict of interest which arises with respect to any legislative issue will be brought to the attention of all affected clients by the Contractor and will be resolved in the following manner: 1) An attempt will be made to resolve or compromise the conflict between clients; 2) If a client elects to withdraw the conflicting issue from its legislative program, the conflict of interest will be considered resolved; 3) If a conflict is not resolved by a client's withdrawal of the issue or the mutual compromise of the conflicting points of view, Contractor shall continue to represent, on the conflicting issue, only the legislative interests of the client which has had the Contractor for the longer period of time. In this circumstance, RPS agrees that it will not object in any manner to this continued representation.

   RPS does not nor will object to Contractor being engaged by another school district or education organization within the following limitations: client is not a private or parochial K-12 school; client is not a charter or similar school; and client is not an organization that advocates for school choice which allocates public dollars to private or parochial K-12 schools.

9. **Findings and Reports Confidential.**
   Any reports, information, data, statistical forms, procedures, systems, studies, and any other communications or form of knowledge given to or prepared or assembled by contractor under this contract with RPS requests to be kept as confidential shall not be made available to any individual or organization by the contractor without the prior written approval of RPS.

10. **Termination.**
    This Agreement may be terminated before the end of the Term or any subsequent tern upon the mutual written agreement of the parties; by the RPS if RPS determines that there is "cause" for termination; or by the Contractor. If either party chooses to terminate this agreement by any method other than by mutual

written agreement, the party seeking to terminate must provide thirty (30) days written notice to the other party. For the purpose of this Agreement, "cause" shall include without limitation, the Contractor's failure, refusal, or neglect to perform any duty required hereunder, negligence or alleged criminal misconduct or a change of state or federal law or the interpretation of existing law by Nebraska state courts or any administrative or executive agency with jurisdiction over RPS that renders any aspect of this agreement void or unlawful.

Executed by Contractor this _____ day of _____, 2022.

By: _____
Mr. Joseph D. Kohout
Managing Member

Executed by Ralston Public Schools this _____day of _____, 2022.

By:_____
Dr. Mark Adler
Superintendent of Schools

Legislative Services Contract Between Ralston Public Schools and Kissel, Kohout, ES Associates for 2022-2025

APPENDIX A

Legislative Scope of Services

Read and Review all Legislation
Identify bills and amendments of importance
Monitor Hearings
Prepare Testimony
Organize Public Hearing Testimony for clients
Maintain Contacts with Senators and Staffs
Work with Committee Staffs and Legislative Staff
Work individually with Senators on Committees of importance
Discuss issues with all Senators
Coordinate strategy with Senators, staffs and other lobbyists
Sponsor and attend fund-raisers
Sponsor and attend Legislative Events
Work with Executive Branch and State personnel
Maintain daily records of legislative action
Alert clients when action is required
Client communication
Maintain legislative files for clients
Prepare Legislative Newsletters as needed
Prepare Updates to clients as needed
Prepare end of Session Report as requested
Assess and Communicate Legislative Impacts
Monitor Interim Study Resolutions
Attend meetings when needed and requested
Provide access to cellular phone
Return calls promptly
Year-round updates to clients
Administer Political Action Funds
Participate in Senatorial Elections
Screen Candidate Policy Positions
Meet with Senators and Staff during offseason

Legislative Services Contract Between Ralston Public Schools and Kissel, Kohout, ES Associates for 2022-2025

APPENDIX B

August 1, 2022 – July 31, 2023	$45,540 per year	$3,795 per month
August 1, 2023 – July 31, 2024	$47,133 per year	$3,927.75 per month
August 1, 2024 – July 31, 2025	$48,783 per year	$4,065.30 per month

District	2021 Lobbyist expenditure				
	Qtr 1	Qtr 2	Qtr 3	Qtr 4	Total
OPS					
1	$ 4,875.00	$ 4,875.00	$ 4,875.00	$ 4,875.00	$ 19,500.00
2	$ 24,200.00	$ 18,000.00	$ 12,000.00	$ 24,200.00	$ 78,400.00
Total					**$ 97,900.00**
Millard 1	$ 2,958.00	$ 2,958.00	$ 2,958.00	$ 3,000.00	$ 11,874.00
2	$ 15,200.00	$ 15,000.00	$ 15,000.00	$ 15,200.00	$ 60,400.00
Total					**$ 72,274.00**
Westside	$ 5,750.82	$ 11,501.64	$ 8,626.23	$ 11,701.64	**$ 37,580.33**
PLV	$ 9,750.00	$ 9,750.00	$ 9,750.00	$ 9,750.00	**$ 39,000.00**
Bellevue	$ 13,700.00	$ 13,500.00	$ 13,500.00	$ 13,500.00	**$ 54,200.00**
Bennington	$ 5,200.00	$ 5,000.00	$ 5,000.00	$ 5,000.00	**$ 20,200.00**
Ralston	$ 10,687.50	$ 7,125.00	$ 14,458.32	$ 10,999.98	**$ 43,270.80**

	2017-2018			2018-2019			2019-2020			2020-2021			2021-2022		
	Fall	**Winter**	**Spring**	**Fall**	**Winter**	**Spring**	**Fall**	**Winter**	**Spring (no assmt due to COVID)**	**Fall**	**Winter**	**Spring**	**Fall**	**Winter**	**Spring**
Grades Assessed	K-10	K-8	K-10	K-8	K-10	K-10	K-8	K-10	K-10	K-10	K-10	K-10	K-9	K-9	K-9
Class of 2034													Kindergarten		
Reading Proficiency													65%	57%	61%
Reading Growth														43%	52%
Reading Condition Growth Index															.86
Math Proficiency													56%	65%	75%
Math Growth														60%	61%
Math Conditional Growth Index															2.4
Class of 2033										Kindergarten			1st Grade		
Reading Proficiency										70%	60%	65%	49%	48%	56%
Reading Growth												57		45%	56%
Reading Condition Growth Index												.59			.76
Math Proficiency										59%	67%	71%	54%	59%	64%
Math Growth												67%		58%	67%
Math Conditional Growth Index												1.75			1.66
Class of 2032							Kindergarten			1st Grade			2nd Grade *2-5		
Reading Proficiency							55%	55%		49%	50%	57%	48%	51%	61%
Reading Growth								55%				60%		52%	64%
Reading Condition Growth Index												1.03			1.62
Math Proficiency							53%	55%		56%	51%	71%	53%	56%	57%
Math Growth								56%				69%		57%	66%
Math Conditional Growth Index												1.80			1.39
Class of 2031				Kindergarten			1st Grade			2nd Grade *2-5			3rd Grade		
Reading Proficiency				53%	45%	58%	51%	49%		40%	43%	56%	49%	46%	47%
Reading Growth						58%		50%				59%		47%	47%
Reading Condition Growth Index						.84						1.18			-0.13
Math Proficiency				43%	43%	65%	48%	56%		38%	41%	49%	44%	52%	51%
Math Growth						70%		58%				64%		56%	57%
Math Conditional Growth Index						2.16						1.62			.82
Class of 2030	Kindergarten			1st Grade			2nd Grade *2-5			3rd Grade			4th Grade		
Reading Proficiency	61%	65%	71%	59%	54%	61%	49%	60%		60%	54%	55%	56%	58%	57%
Reading Growth			64%			58%		51%				43%		53%	56%
Reading Condition Growth Index			1.22			.88						-.73			.43
Math Proficiency	47%	58%	79%	55%	64%	62%	46%	55%		48%	56%	56%	51%	58%	61%
Math Growth			77%			60%		57%				53%		62%	74%
Math Conditional Growth Index			3.10			1.15						.94			2.15
Class of 2029	1st Grade			2nd Grade *2-5			3rd Grade			4th Grade			5th Grade		
Reading Proficiency	55%	56%	62%	48%	55%	59%	60%	61%		61%	56%	63%	63%	58%	59%
Reading Growth			57%			66%		48%				50%		52%	48%
Reading Condition Growth Index			1.12			1.42						.25			.43
Math Proficiency	52%	61%	65%	43%	47%	64%	42%	65%		48%	54%	65%	62%	63%	65%
Math Growth			58%			69%		57%				68%		64%	58%
Math Conditional Growth Index			1.04			1.47						1.96			2.15
Class of 2028	2nd Grade *MPG			3rd Grade			4th Grade			5th Grade			6th Grade		
Reading Proficiency	67%	66%	65%	56%	55%	60%	55%	61%		61%	54%	57%	57%	59%	59%
Reading Growth			53%			50%		57%				45%		44%	47%
Reading Condition Growth Index			-0.04			.15						-.20			0.23
Math Proficiency	65%	65%	71%	50%	51%	52%	54%	54%		52%	52%	55%	55%	57%	63%
Math Growth			69%			49%		57%				59%		58%	69%
Math Conditional Growth Index			1.85			.71						1.21			1.47
Class of 2027	3rd Grade			4th Grade			5th Grade			6th Grade			7th Grade		
Reading Proficiency	60%	61%	64%	58%	61%	62%	56%	60%		61%	57%	60%	59%	66%	58%
Reading Growth			58%			60%		52%				50%		54%	51%
Reading Condition Growth Index			.29			1.06						-0.21			-.10
Math Proficiency	51%	47%	57%	56%	57%	61%	61%	60%		59%	54%	65%	55%	51%	47%
Math Growth			54%			60%		50%				71%		41%	28%
Math Conditional Growth Index			0.55			1.11						1.23			-1.44
Class of 2026	4th Grade			5th Grade			6th Grade			7th Grade			8th Grade		

	2017-2018			2018-2019			2019-2020			2020-2021			2021-2022		
	Fall	**Winter**	**Spring**	**Fall**	**Winter**	**Spring**	**Fall**	**Winter**	**Spring (no assmt due to COVID)**	**Fall**	**Winter**	**Spring**	**Fall**	**Winter**	**Spring**
Grades Assessed	K-10	K-8	K-10	K-8	K-10	K-10	K-8	K-10	K-10	K-10	K-10	K-10	K-9	K-9	K-9
Reading Proficiency	61%	61%	59%	55%	55%	57%	58%	57%		60%	54%	55%	54%	52%	52%
Reading Growth			48%			54%		48%				45%			40%
Reading Condition Growth Index			-0.38			0.54						-.11			-0.29
Math Proficiency	52%	52%	52%	50%	48%	50%	50%	55%		49%	45%	48%	44%	46%	48%
Math Growth			50%			50%		64%				44%			49%
Math Conditional Growth Index			0.55			0.26						-0.07			.25
Class of 2025	5th Grade			6th Grade			7th Grade			8th Grade			9th Grade		
Reading Proficiency	61%	56%	57%	59%	62%	62%	68%	61%		62%	60%	50%	59%		
Reading Growth			51%			67%		49%				34%			
Reading Condition Growth Index			-0.15			1.30						-1.67			
Math Proficiency	51%	49%	53%	57%	54%	63%	59%	56%		60%	55%	54%	53%		
Math Growth			54%			63%		50%				45%			
Math Conditional Growth Index			0.56			1.42						-0.48			
Class of 2024	6th Grade			7th Grade			8th Grade			9th Grade					
Reading Proficiency	62%	62%	63%	58%	59%	64%	57%	52%							
Reading Growth			62%			54%		45%							
Reading Condition Growth Index			0.58			0.35									
Math Proficiency	62%	61%	67%	58%	56%	54%	59%	58%							
Math Growth			72%			48%		53%							
Math Conditional Growth Index			1.58			-0.16									
Class of 2023	7th Grade			8th Grade			9th Grade			10th Grade					
Reading Proficiency	66%	70%	68%	65%	60%	64%	72%	53%							
Reading Growth			64%			49%		34%							
Reading Condition Growth Index			1.19			-0.43									
Math Proficiency	66%	67%	64%	63%	62%	59%	45%	52%							
Math Growth			55%			47%		40%							
Math Conditional Growth Index			0.32			-0.49									
Class of 2022	8th Grade			9th Grade			10th Grade								
Reading Proficiency	62%	65%	63%		55%	49%	59%	50%							
Reading Growth			54%					35%							
Reading Condition Growth Index			0.47												
Math Proficiency	65%	67%	68%		60%	59%	53%	53%							
Math Growth			64%					48%							
Math Conditional Growth Index			0.7												
Class of 2021	9th Grade			10th Grade											
Reading Proficiency	74%		64%		59%	58%									
Reading Growth			39%												
Reading Condition Growth Index			-1												
Math Proficiency	67%		66%		71%	71%									
Math Growth			51%												
Math Conditional Growth Index			0.31												
	10th Grade														
	59%		59%												
			41%												
			0.04												
	61%		64%												
			61%												
			1.06												

**only students in current classes - not ALL students in grade level

**only students in current classes - not ALL students in grade level, only a partial group of 9-10th grade students participated in assessment due to Extended Campus

	2015-2016			2016-2017			2017-2018			2018-2019			2019-2020			2020-2021			2021-2022		
	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring (no assessment due to COVID)	Fall	Winter	Spring	Fall	Winter	Spring
Grades Assessed	K-9	K-6	K-9	K-10	K-8	K-10	K-10	K-8	K-10	K-8	K-10	K-10	K-10	K-10		K-10	K-10	K-10	K-9	K-8	K-8
Reading Proficiency	66%	66%	66%	66%	67%	65%	62%	63%	63%	57%	56%	60%	56%	56%		58%	55%	57%	56%	55%	57%
Reading Growth			57%			54%			54%			48%		49%				45%		48%	51%
Reading Condition Growth Index			0.27			-0.15			.30			0.69						-0.12			.35
Math Proficiency			64%	62%	64%	65%	58%	58%	64%	53%	55%	60%	53%	56%		52%	54%	58%	53%	56%	59%
Math Growth			52%			58%			60%			47%		54%				55%		57%	59%
Math Conditional Growth Index			0.42			0.33			.92			0.85						1.11			1.06
Districtwide - SPED																					
Reading Proficiency						31%	26%	33%	32%	31%	26%	31%	32%	28%		28%	24%	29%	26%	27%	31%
Reading Growth									47%			44%		43%				40%		48%	42%
Math Proficiency						31%	26%	30%	32%	27%	26%	29%	28%	27%		23%	25%	30%	24%	28%	31%
Math Growth									50%			44%		44%				46%		52%	53%
Districtwide - EL																					
Reading Proficiency							27%	25%	33%	24%	21%	25%	22%	23%		16%	20%	26%	19%	17%	25%
Reading Growth									47%			41%		42%				38%		38%	45%
Math Proficiency							25%	26%	34%	23%	21%	29%	20%	24%		17%	20%	26%	22%	21%	28%
Math Growth									50%			45%		52%				50%		52%	55%
Districtwide - Free & Reduced																					
Reading Proficiency						49%	60%	55%	56%	50%	48%	52%	49%	47%		51%	47%	50%	50%	47%	49%
Reading Growth									52%			47%		46%				44%		45%	47%
Math Proficiency						39%	53%	51%	57%	47%	48%	53%	46%	49%		45%	46%	51%	46%	48%	52%
Math Growth									59%			46%		52%				53%		56%	55%
Districtwide - High Ability																					
Reading Proficiency														98%		97%	96%	96%	94%	96%	95%
Reading Growth														58%				50%		55%	57%
Math Proficiency														98%		97%	98%	98%	96%	98%	97%
Math Growth														65%				65%		52%	56%
Kindergarten																					
Reading Proficiency							61%	65%	71%	53%	45%	58%	55%	55%		70%	60%	65%	65%	57%	61%
Reading Growth			69%			56%			64%			58%		55%				57		43%	52%
Reading Condition Growth Index			1.18			0.27			1.22			.84						.59			.86
Math Proficiency							47%	58%	79%	43%	43%	65%	53%	55%		59%	67%	71%	56%	65%	75%
Math Growth			67%			67%			77%			70%		56%				67%		60%	61%
Math Conditional Growth Index			.98			0.99			3.10			2.16						1.75			2.4
1st Grade																					
Reading Proficiency							55%	56%	62%	59%	54%	61%	51%	49%		49%	50%	57%	49%	48%	56%
Reading Growth			64%			55%			57%			58%		50%				60%		45%	56%
Reading Condition Growth Index			.66			0.36			1.12			.88						1.03			.76
Math Proficiency							52%	61%	65%	55%	64%	62%	48%	56%		56%	51%	71%	54%	59%	64%
Math Growth			52%			61%			58%			60%		58%				69%		58%	67%
Math Conditional Growth Index			.31			0.68			1.04			1.15						1.80			1.66
2nd Grade	*Growth K-2									*Growth 2-5											
Reading Proficiency							67%	66%	65%	48%	55%	59%	49%	60%		40%	43%	56%	48%	51%	61%
Reading Growth			57%			56%			53%			66%		51%				59%		52%	64%
Reading Condition Growth Index			.43			-0.07			-0.04			1.42						1.18			1.62
Math Proficiency							65%	65%	71%	43%	47%	64%	46%	55%		38%	41%	49%	53%	56%	57%
Math Growth			71%			72%			69%			69%		57%				64%		57%	66%
Math Conditional Growth Index			1.02			1.37			1.85			1.47						1.62			1.39
3rd Grade																					
Reading Proficiency							60%	61%	64%	56%	55%	60%	60%	61%		60%	54%	55%	49%	46%	47%
Reading Growth			48%			57%			58%			50%		48%				43%		47%	47%
Reading Condition Growth Index			-0.33			0.42			.29			.15						-.73			-0.13
Math Proficiency							51%	47%	57%	50%	51%	52%	42%	65%		48%	56%	56%	44%	52%	51%
Math Growth			58%			42%			54%			49%		57%				53%		56%	57%
Math Conditional Growth Index			0.65			-0.77			0.55			.71						.94			.82
4th Grade																					
Reading Proficiency							61%	61%	59%	58%	61%	62%	55%	61%		61%	56%	63%	56%	58%	57%
Reading Growth			45%			47%			48%			60%		57%				50%		53%	56%
Reading Condition Growth Index			-1.12			-0.74			-0.38			1.06						.25			.43
Math Proficiency							52%	52%	52%	56%	57%	61%	54%	54%		48%	54%	65%	51%	58%	61%
Math Growth			42%			41%			50%			60%		57%				68%		62%	74%
Math Conditional Growth Index			-0.83			-0.65			0.55			1.11						1.96			2.15
5th Grade																					
Reading Proficiency							61%	56%	57%	55%	55%	57%	56%	60%		61%	54%	57%	63%	58%	59%
Reading Growth			52%			52%			51%			54%		52%				45%		52%	48%
Reading Condition Growth Index			-0.47			-0.12			-0.15			0.54						-.20			.43
Math Proficiency							51%	49%	53%	50%	48%	50%	61%	60%		52%	52%	55%	62%	63%	65%
Math Growth			52%			56%			54%			50%		50%				59%		64%	58%
Math Conditional Growth Index			0.15			0.55			0.56			0.26						1.21			2.15
6th Grade																					
Reading Proficiency							62%	62%	63%	59%	62%	62%	58%	57%		61%	57%	60%	57%	59%	59%
Reading Growth			58%			61%			62%			67%		48%				50%		44%	47%
Reading Condition Growth Index			.43			0.86			0.58			1.30						-0.21			0.23
Math Proficiency							62%	61%	67%	57%	54%	63%	50%	55%		59%	54%	65%	55%	57%	63%
Math Growth			64%			74%			72%			63%		64%				71%		58%	69%
Math Conditional Growth Index			.77			1.37			1.58			1.42						1.23			1.47
7th Grade																					
Reading Proficiency							66%	70%	68%	58%	59%	64%	68%	61%		60%	54%	55%	59%	66%	58%

	2015-2016			2016-2017			2017-2018			2018-2019			2019-2020			2020-2021			2021-2022		
	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring	Fall	Winter	Spring (no assessment due to COVID)	Fall	Winter	Spring	Fall	Winter	Spring
Reading Growth			52%			63%			64%			54%		49%				45%		54%	51%
Reading Condition Growth Index			-0.47			0.43			1.19			0.35						-.11			-.10
Math Proficiency							66%	67%	64%	58%	56%	54%	59%	56%		49%	45%	48%	55%	51%	47%
Math Growth			53%			73%			55%			48%		50%				44%		41%	28%
Math Conditional Growth Index			-.21			1.18			0.32			-0.16						-0.07			-1.44
8th Grade																					
Reading Proficiency							62%	65%	63%	65%	60%	64%	57%	52%		62%	60%	50%	54%	52%	52%
Reading Growth			58%			56%			54%			49%		45%				34%			40%
Reading Condition Growth Index			.42			-0.01			0.47			-0.43						-1.67			-0.29
Math Proficiency							65%	67%	68%	63%	62%	59%	59%	58%		60%	55%	54%	44%	46%	48%
Math Growth			51%			52%			64%			47%		53%				45%			49%
Math Conditional Growth Index			-.14			-0.14			0.7			-0.49						-0.48			.25
9th Grade																					
Reading Proficiency							74%		64%		55%	49%	72%	53%					59%		
Reading Growth			67%			35%			39%					34%							
Reading Condition Growth Index			1.96			-2.17			-1												
Math Proficiency							67%		66%		60%	59%	45%	52%					53%		
Math Growth			61%			46%			51%					40%							
Math Conditional Growth Index			1.47			-1.02			0.31												
10th Grade																					
Reading Proficiency							59%		59%		59%	58%	59%	50%							
Reading Growth						52%			41%					35%							
Reading Condition Growth Index						0.61			0.04												
Math Proficiency							61%		64%		71%	71%	53%	53%							
Math Growth						53%			61%					48%							
Math Conditional Growth Index						0.07			1.06												

Ralston Public Schools
2021-2022 Midyear Data Review
MAP Growth (K-8)

Presented to the Board of Education - June 27, 2022

Ralston PUBLIC SCHOOLS

Achievement Strategic Plan - MAP Related Goals

- *Increase the percent of students (K-8) who will meet their projected growth (a typical year of progress) on NWEA MAP Growth*
- *Increase the percent of students (K-8) who will reach grade level norms in reading and math on NWEA MAP Growth*
- *Increase the average composite score on the ACT (11th) to one point above the state average*
- *Increase the collective conditional growth index (K-10th) by .10 each year*

Ralston PUBLIC SCHOOLS

Achievement Strategic Plan - MAP Related Goals

- ***MET in Reading & Math.*** *Increase the percent of students (K-8) who will meet their projected growth (a typical year of progress) on NWEA MAP Growth*
- ***MET in Math, NOT MET in Reading.*** *Increase the percent of students (K-8) who will reach grade level norms in reading and math on NWEA MAP Growth*
- ***To Be Determined.*** *Increase the average composite score on the ACT (11th) to one point above the state average*
- ***MET in Reading, NOT MET in Math.*** *Increase the collective conditional growth index (K-10th) by .10 each year*

Ralston PUBLIC SCHOOLS

Achievement Strategic Plan - MAP Related Goals

*Increase the **collective conditional growth index** (K-8th) by .10 each year.*

Last Year at this Time
Reading: +0.19
Math: +1.10

This Year
Reading: +0.35
Math: +1.06

Ralston PUBLIC SCHOOLS

Achievement Strategic Plan - MAP Related Goals

Increase the percent of students (K-10) who will meet their projected growth (a typical year of progress) on NWEA MAP Growth.

Last Year at this Time
Reading: 45%
Math: 55%

This Year
Reading: 51%
Math: 59%

Ralston PUBLIC SCHOOLS

Achievement Strategic Plan - MAP Related Goals

Increase the percent of students (K-10) who will reach grade level norms in reading and math on NWEA MAP Growth.

Last Year at this Time
Reading: 57%
Math: 58%

This Year
Reading: 57%
Math: 59%

Ralston PUBLIC SCHOOLS

Subgroup Data Highlights

- Improvement in our Special Education growth rates, proficiency is approximately the same
- Decrease in our English Learner reading proficiency, increase in growth rates
- High Ability Learner group saw increase in reading growth, decrease in proficiency
- Free & reduced population similar to all student group

Ralston's Learning Recovery Plan Year 2 (What we are doing about it)

- Messaging around the importance of daily attendance
- Focus on effective instructional strategies for reading within a common reading framework
- Emphasize the use of instructional practices that meet diverse learning needs
- Incorporate an elementary core social-emotional learning into each classroom
- Dive deeper into our Professional Learning Community collaborative work and data-driven conversations

Ralston PUBLIC SCHOOLS

Ralston Public Schools
Assessment Plan

Ralston
PUBLIC SCHOOLS

NSCAS Updates for 2022-2023

- Require NSCAS Growth for grades 3-8 two times next year (Fall and Spring)
- MAP Growth will only be paid for by the state for one additional year in K-2

District Considerations

- NSCAS Growth & MAP Growth Comparisons
- State Requirements for the Individual Reading Plan Act
- Importance of a high quality Universal Screener within a balanced assessment system
- Time spent on assessment vs. instruction

Bond Planning/Update Agenda

June 27, 2022

- Excavation work on MB in progress
- More tree removal at MB
- Civil engineer work submitted on Bay Meadows drainage issue
- Bidding is open on Phase 2 RMS/KW HVAC project, close July 7th

June 20, 2022

- Work begins MB site
- Virtual tour of MB conducted at BCDM
- Pre–bid meeting #2 for RMS/KW HVAC Phase 2
- Grease interceptor bids received

June 13, 2022

- Received initial quote KCAV
- Builder's Risk Insurance for MB site procured
- Set up temporary office space for Weitz job
- Pre-bid walkthrough meeting RMS/KW HVAC Phase 2

June 6, 2022

- Technology presentation, Promethean Boards
- Secured quotes for Builder's Risk Insurance for MB project
- Technology design follow up for MB 6/3 BCDM
- Received approval for storm water permit from City of Omaha

May 23, 2022

- BOE action item phase 1 MB plan
- Final run through MB design plans BCDM 5/27

May 16, 2022

- Construction meeting, finalized bids for dirt work
- Met w/ KSB regarding finalizing Phase 1 MB contract
- Plans for review w/ BCDM and Weitz

May 9, 2022

- Met w/ BCDM on door hardware and security for MB
- Contacted Prime for initial placement/estimate for camera system at MB
- Tech meeting w/ KCAV and RPS
- Reviewed final designs for RMS/KW HVAC systems

May 2, 2022

- Meadows initial Budget meeting 5/4
- Shared pictures of tilt up construction from Shadow Lake

April 25, 2022

- Construction meeting held 4/28
- BB/SB meeting 4/28
- Toured Wysong Elementary in Lincoln for use of sound/alarms/intercom systems

April 18, 2022

- Finalized Tilt up construction model and keeping daycare at RHS
- HVAC engineers did a final walk through at RMS and KW, plans to follow.
- Contract signed for Phase 1 RMS HVAC

April 11, 2022

- Meeting w/ Weitz/BCDM/OPPD regarding energy supply to new MB
- Construction meeting, continued to adjust MB plan to fit budget.

April 4, 2022

- Contract approved for Phase 1 RMS HVAC
- Met w/ OPPD and Weitz regarding MB power supply
- 2nd round cuts to MB plan
- Met w/ engineer on KW cooling tower refurbishment

- Met w/ AES controls on control systems for HVAC all buildings

March 28, 2022

- Bid opening for Phase 1 RMS HVAC
- Construction meeting BCDM/ Weitz
- 1st round of cuts to MB plan
- Planning trip to Lincoln to check Audio Enhancements - April 20th

March 21, 2022

- Trees removed from MB
- Bids collected for phase 1 RMS HVAC 3/23
- BB/SB field meeting 3/23

March 14, 2022

- Sub contractor to begin tree removal at MB 3/15
- Site visit for interested parties for phase 1 RMS HVAC project, bids due 3/23/22
- Presented contract w/ Weitz at BOE meeting 3/14
- Passed County Zoning Board waiver for height of MB and signage
- Presented Meadows building plan to staff for feedback
- Construction meeting to further MB plans and plans for grading/earth removal. End of April to break ground

March 7, 2022

- Ball Field meeting
- MB site visit w/ Weitz
- Planning for tree removal, construction trailers and construction parking
- Offer of 3.75% accepted by Weitz Construction, contract to be presented to the BOE

February 28, 2022

- Met w/ BCDM and Weitz construction, discussed finalizing the plan for MB and GMP
- Counteroffer sent to Weitz at 3.75%, contract language is almost in full agreement
- Zoning Board meeting scheduled for March 10

- LINK to Tech recommendations
- Next Softball/Baseball Complex Design Meeting set for March 4th

February 21, 2022

- Met w/ BCDM and Judy Kyle on kitchen design and layout
- Met w/ BCDM and Weitz regarding lighting, networking and technology at new MB
- Met w/ Student Services to determine which rooms may require special lighting
- Sent final version of contract to Weitz via KSB Law
- Link to Boxlight Evaluations

February 14, 2022

- Met w/ BCDM and Weitz, reviewed updated plans for MB, ME, BL and WW
- Finalized plans for QCPUF refund w/ Gilmore Bell, to be proposed for action at BOE meeting 2/14
- Met w/ Rick and a rep. from SysCool regardings cooling tower options at RMS and KW
- Meeting w/ our attorney regarding ongoing negotiations w/ Weitz
- Shared input from Meadows regarding design changes
- Met with Lamp/Rynearson on initial planning for the Softball and Baseball fields

February 7, 2022

- Met w/ BCDM and Weitz, reviewed updated plans for MB, ME, BL and WW
- Electronic plans were shared for ME, BL and WW, plans currently under review
- ME plans shared w/ building principal
- Reviewed soil report regarding MB building site
- Reviewed changes to contract language suggested by Weitz
- Shared cost estimates for all four projects w/ Weitz
- Met w/ RDH regarding RMS/KW plans for HVAC projects

January 27, 2022

- CM@R firms ranked Weitz #1, Boyd Jones #2
- Process of adjusting CM@R contract to meet RPS requirements
- Jan. 25th met w/ Coady Pruett, attorney and Pat Carson, architect to finish initial contract offering to Weitz

- Jan. 14, met w/ Judy Kyle and Pat Carson to review design of kitchen at MB and Meadows

January 10, 2022

- Jan. 10, top 2 CM@R's to present to the BOE for review and rank, then negotiations on fee begin w/ CM@R, attorney and district admin.
- Jan. 6th meeting with City of Omaha Planning Board to discuss MB project and need for applications for special permissions
- Jan. 5, met w/ City of Ralston on ballfield plan
- In-person presentations/interviews were conducted Jan. 4th with top 2 CM@R's identified for BOE presentation
- CM@R Selection Committee met and discussed candidates Dec. 30, top 4 were identified for in-person interview
- Dec. 30th bond were closed, funds transferred to NLAF, $500,000 transferred to special building fund
- Met w/ KCAV Dec. 30th on classroom tech.
- Dec. 28 met w/ Bond Counsel and Bond Advisor to finalize sale of bond and receipt of proceeds
- Final two elementary buildings are evaluating the boxlight. All evaluations will be complete by 1/18.

December 20th

- Collection of bid proposals from interested CM@R contract Dec 22
- Instructions for selection committee Dec. 22
- Ranking committee to meet and discuss Dec. 30
- Boards moved to ME/WW - demoed through 1/18 - boards will stay at ME/WW thru 2/4

December 13th

- Meeting w/ MB staff on building design December 17th
- Meeting w/ district Media Specialists regarding design at MB Dec. 17th
- Boards are being demoed through the 12/21 at RHS, RMS, MB, & KW

December 6th

- Met w/ Architect, further development of MB plan,
- Meeting w/Lamp Rynearson regarding BB/SB fields December 9th

- Boards are being demoed through the 12/8 at RHS, RMS, BL, & SY
- Bonds go to market this week
- Conducted tours with interested bidders of BL, ME, and WW Dec. 10
- Finished scoring rubric for CM@R rating process

November 29th

- Ran advertisements T,R& F w/ newspaper
- Finalized plan for initial bond offering w/ Piper
- Approved contract for RDH KW/RMS mechanical design
- Boxlights delivered, will distribute this week with training happening next week (12/1 & 12/2)
-

November 22nd

- Met w/ BCDM on Mockingbird design
- Prepared advertisement for CM@R
- Still waiting on delivery of Box Lights (3) to get cycled through our buildings.
- Bond rating meeting w/ Standard & Poor's
- Met w/ salesperson from Audio Enhancement
-

November 15th

- Met w/ Public Trust advisors liquid asset fund
- Met on Ball fields w/Lamp/Rynearson/BCDM
- Met w/ Alvines on HVAC control systems
- Met w/ School Specialty on camera systems
- Met w/MCL Construction
- Met w/ Boyd Jones CM@R

November 8th

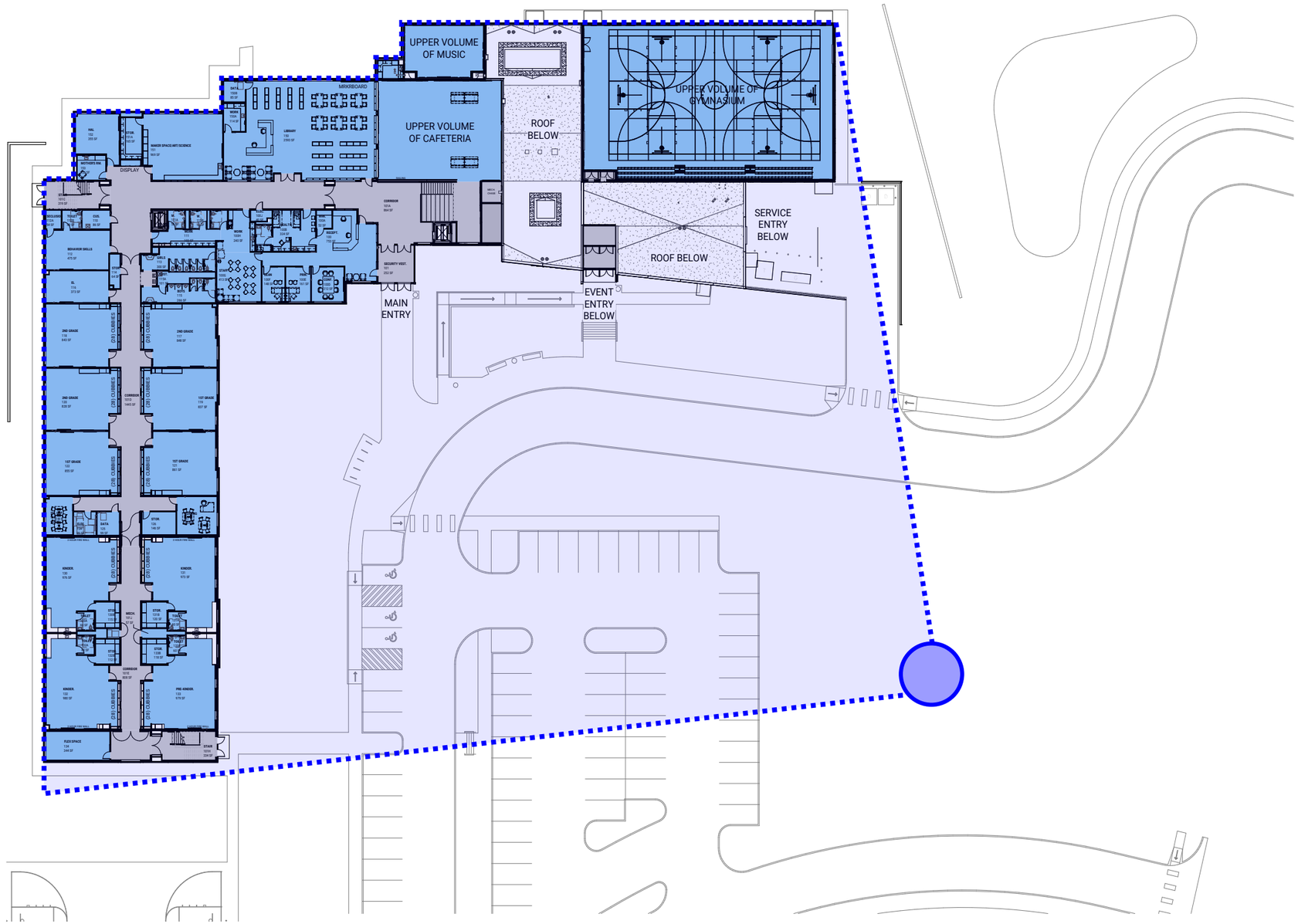
- Bond advisor attending BOE meeting 11/8, will recommend refinance and first traunch.
- Met w/ mechanical engineer, walkthrough at KW and RMS
- Met w/ architect and Tiny/Little Rams staff on MB plan
- Met w/architect on needs at new MB kitchen
- Survey work is ongoing at MB
- Technology

    - Training last week for RHS/Admin training on Tuesday(11/9)
    - Additional boards (3) and carts should be in by 11/13
    - Set up meeting with Audio Enhancement for 11/17/2021 at 5:30 PM
-

October 28, 2021

Since the Bond Passed…

- Bond advisor first set of bonds going to market soon.
- Master calendar and seasons to take the projects on
- Development for HVAC plans at RMS & KW
- Met w/ architects and mechanical engineers on MB facility design
- Met with electrical engineers on lighting options
- Began discussions of what we want intercoms, alarms, and camera systems to look like
- Multiple tours of different buildings in different districts re: facilities, layouts, technology
- CM@R for MB, BL, ME, WW, finalizing RFP, advertisements are coming soon.
- Decided to merge the 4 schools above together because they are contingent on one another
- Board passed a resolution, will need to identify 1 more member to complete the team for hiring
- Working with KSB to create the RFP to go out
- Survey work started on MB
- Technology
    - Board in district that are training on w/ 6 staff members
    - Connecting with others who have passed the bond re: technology components
    - Met with KCAV to talk security, boards, audio (the Boxlight company and microphone/intercom system)
    - Met with the engineers that are working on the project
    - Communicated with principals which staff we are looking to have help us try out the machines, waiting for devices to arrive, then planning to communicate with staff requesting pilot



MOCKINGBIRD ELEMENTARY SCHOOL

Ralston PUBLIC SCHOOLS

BCDM architects

WEITZ

TILT-UP FACADE DESIGN: OPTION 1



TILT-UP FACADE DESIGN: OPTION 2



MOCKINGBIRD ELEMENTARY SCHOOL

Ralston PUBLIC SCHOOLS

BCDM architects

WEITZ

TILT-UP FACADE DESIGN: OPTION 3



TILT-UP FACADE DESIGN: OPTION 4



MOCKINGBIRD ELEMENTARY SCHOOL

Ralston PUBLIC SCHOOLS

BCDM architects

WEITZ

TILT-UP FACADE DESIGN: OPTION 5



TILT-UP FACADE DESIGN: OPTION 6



MOCKINGBIRD ELEMENTARY SCHOOL

Ralston PUBLIC SCHOOLS

BCDM architects

WEITZ

Eyman Plumbing, Inc.

8506 S 117th STREET • LAVISTA, NEBRASKA 68128
PHONE (402) 731-2727 • FAX (402) 731-4538

Proposal

Form Version 4.4

PROPOSAL SUBMITTED TO: **Ralston Public Schools**	DATE: **6/13/22** PO #:
BILLING STREET ADDRESS: **8545 Park Dr**	JOB NAME: **Install 1000-gal Grease Interceptor**
CITY, STATE, ZIP CODE: **Ralston, NE 68127**	JOB LOCATION: **Ralston Middle School- 8202 Lakeview St**
PHONE: **402.699.7294**	ADDENDA ACKNOWLEDGED (if applicable)
EMAIL ADDRESS: **Patrick_flinn@ralstonschools.org**	SUBMITTED BY: **Jack Knispel**

We hereby submit specifications and estimates for:

SITE UTILITIES **$23,685.00**

- **Install (1) 1000-gallon concrete grease interceptor**
- **Bolt down ring and cover included in bid**
- **We have excluded any additional piping into the school foundation wall**

NOTES:

- **All labor is quoted on a normal 8 hr. working day. No overtime is quoted.**
- **Eyman Plumbing is not responsible for any damage done to existing sprinkler system**
- **We have excluded sod/seed/landscape replacement**
- **We have excluded private locates**
- **We have excluded import of soils**
- **Rough backfill to grade- No fine grading**
- **We have excluded any necessary concrete removal and replacement**

We propose hereby to furnish material and labor in accordance with above specifications and subject to the attached three pages of terms and conditions, for the sum of:

Twenty-Three Thousand Six Hundred Eighty-Five **$23,685.00**

☐ ½ Down ☐ Progressive Billing ☒ In full upon Completion ☐ Other:

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Jack Knispel

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted including the attached waiver. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Eyman Plumbing Inc.

8506 S 117th STREET • LAVISTA, NEBRASKA 68128
PHONE (402) 731-2727 • FAX (402) 731-4538

DATE: **6/13/22**
JOB NAME: **Install 1000-Gal Grease Interceptor**

Conditions:

The following terms, conditions and waiver are an integral part of our contract/subcontract and are hereby incorporated into this contract/subcontract.

1. Before the execution of any subcontract, the contractor shall furnish to us copies of all Contract Documents.
2. Nothing in this contract/subcontract shall be construed to require us to continue performance of our work if we do not receive timely payment for properly performed work and properly stored materials.
3. We will accept no charges that have not previously been approved by Eyman Plumbing, Inc. in writing.
4. All work is to be installed in accordance with the codes of local authority having jurisdiction and not necessarily as per drawings or schematics.
5. All warranties for Eyman Plumbing work and materials shall extend for one year from the date of substantial completion, or date equipment is placed into service, whichever is earlier. Owner supplied parts/materials will not be included in any warranty by Eyman Plumbing. If owner supplied parts/materials cause Eyman Plumbing to incur any additional labor or material costs, additional charges may be applied. The service work on any warranty shall not be effective until the original job/service has been paid in full or per the payment schedule. The exclusive remedy for any alleged defects under any warranty shall be Eyman Plumbing Inc. providing the labor, materials, repair and/or replacement.
6. Protective clothing and equipment required due to work of others is not included.
7. Trash and waste materials will be deposited in a designated dumpster or container that is provided by the Owner/Contractor unless otherwise referenced in Scope.
8. We will provide liability insurance including "umbrella" coverage to a maximum of $1,000,000.00. If higher limits are required, the cost of the higher premium will be added.
9. The Owner or Contractor shall provide protection of our work in place and a suitable location for storage of materials on site. Protection of our stored materials is not our responsibility.
10. Our obligation under this proposal and any subsequent contract does not include the identification or removal of any asbestos product or any other hazardous substances. In the event that these are encountered, our sole obligation will be to notify the Contractor and/or the Owner of their existence. Work will be suspended until the hazards are removed. The time for completion of the work will be extended by this suspension and the contract equitably adjusted.
11. Invoices for work performed in month number one will be submitted by the 25th of month one. Payment must be received by the 30th of month two. This only applies to jobs proposed with progressive billings. Jobs bid as "Upon Completion" must be paid at the time the work is performed. Payment for jobs bid as "Payment in Advance" or as "Deposit in Advance" will only be started once the payment arrangements are satisfied.
12. At 50% completion of the scope of the work, retainage will be reduced to 5% of the contract.
13. Nothing in this subcontract or proposal shall be interpreted as waiving any rights Eyman Plumbing may now have, or which it may acquire during the term of this agreement for this project.
14. Owner/Contractor agrees that any change orders shall be in writing prior to Eyman Plumbing, Inc. performing any additional work that is not part of the original contract, diagrams or drawings.
15. Eyman Plumbing, Inc. shall be entitled to damages or additional compensation resulting in any manner whatsoever, directly or indirectly, from any and all delays, disruptions or interferences caused by Owner/Contractor.

WAIVER

As an owner or its authorized representative, I hereby authorize Eyman Plumbing, Inc., or its representatives to cut and/or break the concrete according to industry standards. Further, Eyman Plumbing, Inc., and its representatives are hereby released from any and all damage to buried utilities that are unmarked, not correctly identified, or encased within the concrete or attached thereto.

Eyman Plumbing Inc.

8506 S 117th STREET • LAVISTA, NEBRASKA 68128
PHONE (402) 731-2727 • FAX (402) 731-4538

DATE: **6/13/22**
JOB NAME: **Install 1000-Gal Grease Interceptor**

This two-page Scope is an integral part of our contract/subcontract and is incorporated herewith in its entirety by reference.

Based upon the requested work by owner/authorized representative, and/or as set forth by blueprints and specifications, all items below that are checked are to be considered included as part of this project but all items that are not checked are considered additional and are not presently intended to be included in this project or the contract/subcontract.

	ITEM
☒	Backfill with Original Earth
☐	Bond Included in Proposal
☐	Bond Available at an Additional 1.2% of the Final Contract
☐	Builders' Risk Insurance
☐	Catch Basin
☐	Core Drilling for our Pipe
☐	Creating Access for Equipment to Work Area
☐	Cutting
☐	De-Watering
☒	Digging in Clean Dirt
☐	Digging in Frozen Ground, Rock, Sandstone, Groundwater, or Sand
☐	Extended Warranty
☒	Grease or Type 1 Oil/Sand Interceptor
☐	Insulation of Plumbing Piping
☐	Location of Private Underground Utilities
☐	Manholes
☐	Multi-Mobilizations for Schedule Convenience
☐	Overtime for Accelerated Schedule
☐	Overtime for Owner's Convenience
☐	Overtime for Tie-ins
☒	Plumbing Permits
☐	Poured in Place Sewer Structures
☐	Repair of Unmarked Private Underground Utilities
☐	Sales Tax – Materials only
☒	Sanitary Sewer Service & Tap
☐	Seed, Sod, Shrubs, or Landscaping
☐	Storm Sewer Service
☐	Street Cuts & Patching for Plumbing Utilities
☐	Trash and /or Material Waste - Removal by Eyman
☐	Testing Allowance or Testing Fees for Compaction
☐	Water Capital Facilities or Impact Fees
☐	Water Service & Tap

Eyman Plumbing, Inc.

8506 S 117th STREET • LAVISTA, NEBRASKA 68128
PHONE (402) 731-2727 • FAX (402) 731-4538

Proposal

Form Version 4.4

PROPOSAL SUBMITTED TO: **Ralston Public Schools**	DATE: **6/10/22** PO #:
BILLING STREET ADDRESS: **8545 Park Dr**	JOB NAME: **Install 1000-Gal Grease Interceptor**
CITY, STATE, ZIP CODE: **Ralston, NE 68127**	JOB LOCATION: **Ralston Middle School- 8202 Lakeview St**
PHONE: **402.699.7294**	ADDENDA ACKNOWLEDGED (if applicable)
EMAIL ADDRESS: **Patrick_flynn@ralstonschools.org**	SUBMITTED BY: **Jack Knispel**

We hereby submit specifications and estimates for:

SITE UTILITIES **$32,038.00**

- **Install (1) new 1000-gallon grease interceptor**
- **Bolt down ring and cover included in bid**
- **We have excluded any additional piping into the school foundation wall**

NOTES:

- **All labor is quoted on a normal 8 hr. working day. No overtime is quoted.**
- **Eyman Plumbing is not responsible for any damage done to existing sprinkler system**
- **We have excluded sod/seed/landscape replacement**
- **We have excluded private locates**
- **We have excluded import of soils**
- **Rough backfill to grade- No fine grading**

We propose hereby to furnish material and labor in accordance with above specifications and subject to the attached three pages of terms and conditions, for the sum of:

Thirty Two Thousand Thirty-Eight **$32,038.00**

☐ ½ Down ☐ Progressive Billing ☒ In full upon Completion ☐ Other:

All material is guaranteed to be as specified. All work to be completed in a workmanship manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature Jack Knispel

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications, and conditions are satisfactory and are hereby accepted including the attached waiver. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____

Date of Acceptance: _____

Eyman Plumbing Inc.

8506 S 117th STREET • LAVISTA, NEBRASKA 68128
PHONE (402) 731-2727 • FAX (402) 731-4538

DATE: **6/10/22**
JOB NAME: **Install 1000-Gal Grease Interceptor**

Conditions:

The following terms, conditions and waiver are an integral part of our contract/subcontract and are hereby incorporated into this contract/subcontract.

1. Before the execution of any subcontract, the contractor shall furnish to us copies of all Contract Documents.
2. Nothing in this contract/subcontract shall be construed to require us to continue performance of our work if we do not receive timely payment for properly performed work and properly stored materials.
3. We will accept no charges that have not previously been approved by Eyman Plumbing, Inc. in writing.
4. All work is to be installed in accordance with the codes of local authority having jurisdiction and not necessarily as per drawings or schematics.
5. All warranties for Eyman Plumbing work and materials shall extend for one year from the date of substantial completion, or date equipment is placed into service, whichever is earlier. Owner supplied parts/materials will not be included in any warranty by Eyman Plumbing. If owner supplied parts/materials cause Eyman Plumbing to incur any additional labor or material costs, additional charges may be applied. The service work on any warranty shall not be effective until the original job/service has been paid in full or per the payment schedule. The exclusive remedy for any alleged defects under any warranty shall be Eyman Plumbing Inc. providing the labor, materials, repair and/or replacement.
6. Protective clothing and equipment required due to work of others is not included.
7. Trash and waste materials will be deposited in a designated dumpster or container that is provided by the Owner/Contractor unless otherwise referenced in Scope.
8. We will provide liability insurance including "umbrella" coverage to a maximum of $1,000,000.00. If higher limits are required, the cost of the higher premium will be added.
9. The Owner or Contractor shall provide protection of our work in place and a suitable location for storage of materials on site. Protection of our stored materials is not our responsibility.
10. Our obligation under this proposal and any subsequent contract does not include the identification or removal of any asbestos product or any other hazardous substances. In the event that these are encountered, our sole obligation will be to notify the Contractor and/or the Owner of their existence. Work will be suspended until the hazards are removed. The time for completion of the work will be extended by this suspension and the contract equitably adjusted.
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12. At 50% completion of the scope of the work, retainage will be reduced to 5% of the contract.
13. Nothing in this subcontract or proposal shall be interpreted as waiving any rights Eyman Plumbing may now have, or which it may acquire during the term of this agreement for this project.
14. Owner/Contractor agrees that any change orders shall be in writing prior to Eyman Plumbing, Inc. performing any additional work that is not part of the original contract, diagrams or drawings.
15. Eyman Plumbing, Inc. shall be entitled to damages or additional compensation resulting in any manner whatsoever, directly or indirectly, from any and all delays, disruptions or interferences caused by Owner/Contractor.

WAIVER

As an owner or its authorized representative, I hereby authorize Eyman Plumbing, Inc., or its representatives to cut and/or break the concrete according to industry standards. Further, Eyman Plumbing, Inc., and its representatives are hereby released from any and all damage to buried utilities that are unmarked, not correctly identified, or encased within the concrete or attached thereto.

Eyman Plumbing Inc.

8506 S 117th STREET • LAVISTA, NEBRASKA 68128
PHONE (402) 731-2727 • FAX (402) 731-4538

DATE: **6/10/22**
JOB NAME: **Install 1000-Gal Grease Interceptor**

This two-page Scope is an integral part of our contract/subcontract and is incorporated herewith in its entirety by reference.

Based upon the requested work by owner/authorized representative, and/or as set forth by blueprints and specifications, all items below that are checked are to be considered included as part of this project but all items that are not checked are considered additional and are not presently intended to be included in this project or the contract/subcontract.

	ITEM
☒	Backfill with Original Earth
☐	Bond Included in Proposal
☐	Bond Available at an Additional 1.2% of the Final Contract
☐	Builders' Risk Insurance
☐	Catch Basin
☐	Core Drilling for our Pipe
☐	Creating Access for Equipment to Work Area
☐	Cutting
☐	De-Watering
☒	Digging in Clean Dirt
☐	Digging in Frozen Ground, Rock, Sandstone, Groundwater, or Sand
☐	Extended Warranty
☒	Grease or Type 1 Oil/Sand Interceptor
☐	Insulation of Plumbing Piping
☐	Location of Private Underground Utilities
☐	Manholes
☐	Multi-Mobilizations for Schedule Convenience
☐	Overtime for Accelerated Schedule
☐	Overtime for Owner's Convenience
☐	Overtime for Tie-ins
☒	Plumbing Permits
☐	Poured in Place Sewer Structures
☐	Repair of Unmarked Private Underground Utilities
☐	Sales Tax – Materials only
☐	Sanitary Sewer Service & Tap
☐	Seed, Sod, Shrubs, or Landscaping
☐	Storm Sewer Service
☐	Street Cuts & Patching for Plumbing Utilities
☐	Trash and /or Material Waste - Removal by Eyman
☐	Testing Allowance or Testing Fees for Compaction
☐	Water Capital Facilities or Impact Fees
☐	Water Service & Tap

PROPOSAL

To: **Ralston Public Schools**
Ralston Middle School
8202 Lakeview St
Ralston, Nebraska 68127

Date: May 30, 2022

Project: **RMS – Grease Interceptor**

Our Scope-of-WorkIncludes:

- Demo of existing interceptor and associated piping.
- Over excavation of earth for Installation of new interceptor (GB 1000).
- New drain piping and cleanouts will be installed from location exiting the school to existing 6" Sanitary.
- Test and inspection of interceptor by city inspector.
- Backfill back to existing grade.
- No Sales Tax is Included – Assume Ralston Public schools is tax exempt (please provide supporting documents)
- Clean-up and load-out all excess materials, tooling and debris
- All landscaping and lawn irrigation is excluded from proposal.

There will be an increase in cost on the GB-1000 June 13th, My supplier has one on order to arrive late next week

---

MMC Contractors Lump Sum Bid price for the work as described above is: $51,032.00
(Fifty-One Thousand Thirty-Two Dollars and 0/100)

(NOTE: All work is to be performed during normal working hours.)

Thank you for the opportunity to provide pricing for this work. This proposal provides lump sum bid pricing. Proposal price is valid for 45 days from the date on our proposal. Please feel free to contact me with any questions or concerns regarding Scope or Pricing.

Sincerely,

Sean Kalasky
Service / Special Projects Manager

MMC CONTRACTORS
MMC Mechanical Contractors, Inc.
9751 S. 142nd St. | Omaha, NE 68138
Direct: 531.444.1268 | Office: 402.861.0681 | Cell: 402.670.0079

SPECIFICATIONS

Notes:

1. 6" plain end inlet/outlet
2. Unit weight - w/ cast iron covers: 824 lbs. (for wet weight add 8,413 lbs.)
3. Maximum operating temperature: 150° F continuous
4. Capacities - Liquid: 1,000 gal.;
   Grease: 5,495 lbs. (753 gal.) @100GPM
   Grease: 4,959 lbs (679 gal.) @200GPM
   Solids: 211 gal.
5. Satisfies Miami DERM 99% efficiency requirements; retaining the following capacities at 99.0% efficiency:
   5,272 lbs. (722 gal.) @100GPM
   3,127 lbs. (428 gal.) @200GPM
6. For gravity drainage applications only.
7. Do not use for pressure applications.
8. Cover placement allows full access to tank for proper maintenance.
9. Vent not required unless per local code.
10. Engineered inlet and outlet diffusers with inspection ports are removable to inspect / clean piping. For series installations, the top of the inlet diffuser on the first unit in the series must be sealed.
11. Integral air relief / Anti-siphon / Sampling access.
12. Adjustable cover adapters provide up to 4" of additional height.
13. Flow rates are based on 2-minute drain time.
14. Designed for both below and above-grade installations.
15. Safety Star®, access restrictor built into each cover adapter, prevents accidental entry to tanks (450 lb rating).

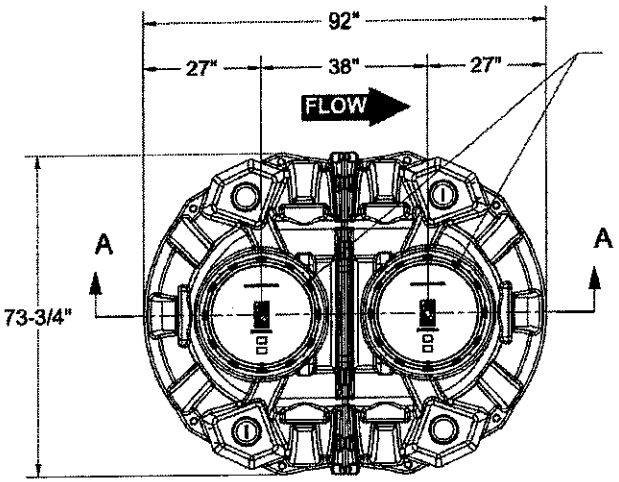
ENGINEER SPECIFICATION GUIDE

Schier Great Basin™ grease interceptor model # GB-1000 shall be lifetime guaranteed and made in USA of seamless, molded polyethylene with minimum 7/16" uniform wall thickness. Interceptor shall be furnished for above or below-grade installation with adjustable cover adapter and Safety Star® access restrictor built into each cover adapter. Interceptor shall be certified to ASME A112.14.3 (Type D) and CSA B481.1 as well as certified to IAPMO/ANSI Z1001-2021. Interceptor flow rate shall be 100 GPM or 200GPM. Interceptor grease capacity shall be 5,495 lbs. Cover shall provide water/gas-tight seal and have minimum 16,000 lbs. load capacity.

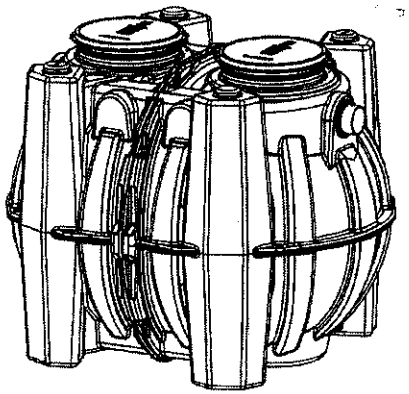
CERTIFIED PERFORMANCE

Great Basin™ hydromechanical grease interceptors are third party performance-tested and listed by IAPMO to ASME #A112.14.3 and CSA B481.1 grease interceptor standards and greatly exceed requirements for grease separation and storage. They are compliant to the Uniform Plumbing Code and the International Plumbing Code.

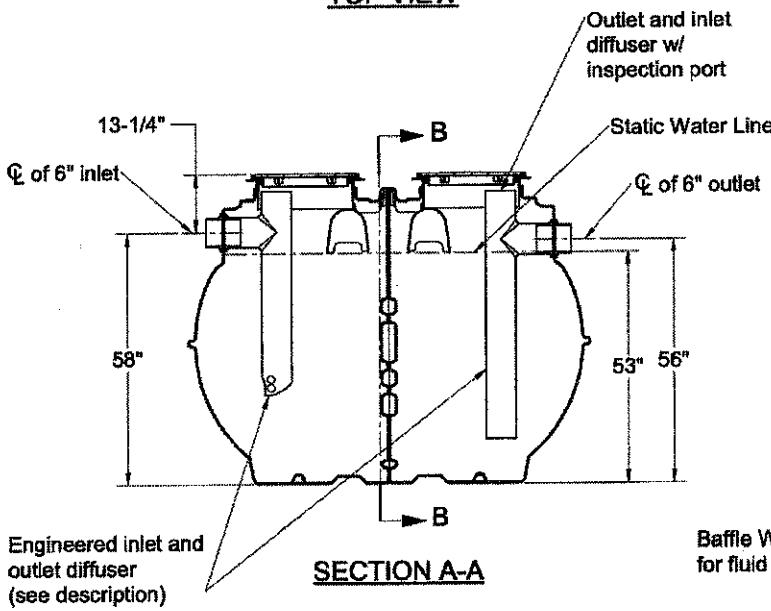
Type D certification does not require a flow control



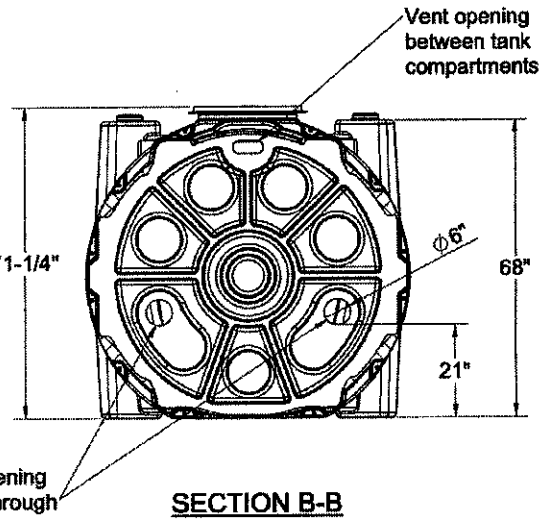
TOP VIEW



ISOMETRIC VIEW



SECTION A-A



SECTION B-B

MIAMI DADE COUNTY

Satisfies Miami DERM 99% efficiency requirements. Product labels are permanently attached to inside and outside of unit for easy viewing.

SPECIFICATION SHEET

MODEL NUMBER:

GB-1000

PART NUMBER: 4080-002-01

DESCRIPTION:

GB-1000 GREASE INTERCEPTOR 100 GPM/ 200 GPM
6" INLET/OUTLET, H-20 RATED CAST IRON COVER

DWG BY:	B.BROWN	DATE:	10/18/2021	REV:	02	ECO:	032822TA

PROPRIETARY AND CONFIDENTIAL

THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF SCHIER PRODUCTS. ANY REPRODUCTION IN PART OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF SCHIER PRODUCTS IS PROHIBITED.

UPC ®

UPC C ®

SCHIER

6455 Woodland Dr
Shawnee, KS 66218
Tel: 913-951-3300
Fax: 913-951-3399
schierproducts.com

2022 Legislative Session*

January

Sun	Mon	Tues	Wed	Thur	Fri	Sat
						1
2	3	4	5 DAY 1	6 DAY 2	7 DAY 3	8
9	10 DAY 4	11 DAY 5	12 DAY 6	13 DAY 7	14 RECESS	15
16	17 HOLIDAY	18 DAY 8	19 DAY 9	20 DAY 10	21 DAY 11	22
23	24 DAY 12	25 DAY 13	26 DAY 14	27 DAY 15	28 DAY 16	29
30	31 DAY 17					

February

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1 DAY 18	2 DAY 19	3 DAY 20	4 RECESS	5
6	7 RECESS	8 DAY 21	9 DAY 22	10 DAY 23	11 DAY 24	12
13	14 DAY 25	15 DAY 26	16 DAY 27	17 DAY 28	18 RECESS	19
20	21 HOLIDAY	22 DAY 29	23 DAY 30	24 DAY 31	25 DAY 32	26
27	28 DAY 33					

March

Sun	Mon	Tues	Wed	Thur	Fri	Sat
		1 DAY 34	2 DAY 35	3 DAY 36	4 RECESS	5
6	7 RECESS	8 DAY 37	9 DAY 38	10 DAY 39	11 DAY 40	12
13	14 DAY 41	15 DAY 42	16 DAY 43	17 DAY 44	18 RECESS	19
20	21 RECESS	22 DAY 45	23 DAY 46	24 DAY 47	25 DAY 48	26
27	28 DAY 49	29 DAY 50	30 DAY 51	31 DAY 52		

April

Sun	Mon	Tues	Wed	Thur	Fri	Sat
					1 RECESS	2
3	4 RECESS	5 DAY 53	6 DAY 54	7 DAY 55	8 DAY 56	9
10	11 DAY 57	12 DAY 58	13 DAY 59	14 RECESS	15 RECESS	16
17	18 RECESS	19 RECESS	20 DAY 60	21	22	23
24	25	26	27	28	29	30

Federal & State Holidays

January 17 – Martin Luther King Jr. Day
February 21 - Presidents' Day

Legislative Recess Days

January 14
February 4, 7, 18
March 4, 7, 18, 21
April 1, 4, 14, 15, 18, 19

*The Speaker reserves the right to revise the session calendar.

2022 NEBRASKA UNICAMERAL LEGISLATURE
Alphabetical List

Capitol Mailing Address: Senator _____
District # State Capitol
PO Box 94604
Lincoln NE 68509-4604

As of 10/20/2021

Senator	District	Capitol Phone	Room	City
Aguilar, Raymond	35	(402) 471-2617	1118	Grand Island
Albrecht, Joni	17	(402) 471-2716	12th Floor	Thurston
Arch, John	14	(402) 471-2730	1117	La Vista
Blood, Carol	3	(402) 471-2627	10th Floor	Bellevue
Bostar, Eliot	29	(402) 471-2734	10th Floor	Lincoln
Bostelman, Bruce	23	(402) 471-2719	1210	Brainard
Brandt, Tom	32	(402) 471-2711	1528	Plymouth
Brewer, Tom	43	(402) 471-2628	1423	Gordon
Briese, Tom	41	(402) 471-2631	1306	Albion
Cavanaugh, John	9	(402) 471-2723	8th Floor	Omaha
Cavanaugh, Machaela	6	(402) 471-2714	11th Floor	Omaha
Clements, Robert	2	(402) 471-2613	1120	Elmwood
Day, Jen	49	(402) 471-2725	11th Floor	Omaha
DeBoer, Wendy	10	(402) 471-2718	12th Floor	Bennington
Dorn, Myron	30	(402) 471-2620	1208	Adams
Erdman, Steve	47	(402) 471-2616	1124	Bayard
Flood, Michael	19	(402) 471-2929	1206	Norfolk
Friesen, Curt	34	(402) 471-2630	1110	Henderson
Geist, Suzanne	25	(402) 471-2731	12th Floor	Lincoln
Gragert, Tim	40	(402) 471-2801	11th Floor	Creighton
Groene, Mike	42	(402) 471-2729	1302	North Platte
Halloran, Steve	33	(402) 471-2712	1115	Hastings
Hansen, Ben	16	(402) 471-2728	1308	Blair
Hansen, Matt	26	(402) 471-2610	12th Floor	Lincoln
Hilgers, Mike	21	(402) 471-2673	2103	Lincoln
Hilkemann, Robert	4	(402) 471-2621	10th Floor	Omaha
Hughes, Dan	44	(402) 471-2805	2108	Venango
Hunt, Megan	8	(402) 471-2722	1523	Omaha
Kolterman, Mark	24	(402) 471-2756	1101	Seward
Lathrop, Steve	12	(402) 471-2623	1103	Omaha
Lindstrom, Brett	18	(402) 471-2618	8th Floor	Omaha
Linehan, Lou Ann	39	(402) 471-2885	1116	Elkhorn
Lowe, John S., Sr.	37	(402) 471-2726	12th Floor	Kearney
McCollister, John S.	20	(402) 471-2622	12th Floor	Omaha
McDonnell, Mike	5	(402) 471-2710	10th Floor	Omaha
McKinney, Terrell	11	(402) 471-2612	11th Floor	Omaha
Morfeld, Adam	46	(402) 471-2720	10th Floor	Lincoln
Moser, Mike	22	(402) 471-2715	1529	Columbus
Murman, Dave	38	(402) 471-2732	1522	Glenvil
Pahls, Rich	31	(402) 471-2327	1403	Omaha
Pansing Brooks, Patty	28	(402) 471-2633	10th Floor	Lincoln
Sanders, Rita	45	(402) 471-2615	11th Floor	Bellevue
Slama, Julie	1	(402) 471-2733	11th Floor	Sterling
Stinner, John P.	48	(402) 471-2802	1305	Gering
Vargas, Tony	7	(402) 471-2721	8th Floor	Omaha
Walz, Lynne	15	(402) 471-2625	1107	Fremont
Wayne, Justin T.	13	(402) 471-2727	1212	Omaha
Williams, Matt	36	(402) 471-2642	1401	Gothenburg
Wishart, Anna	27	(402) 471-2632	8th Floor	Lincoln

2021 NEBRASKA UNICAMERAL LEGISLATURE

Capitol Mailing Address: Senator _____
District # State Capitol
PO Box 94604
Lincoln NE 68509-4604

As of 1/6/2022

District	Senator	Capitol Phone	Room	City
1	**Slama**, Julie	(402) 471-2733	11th Floor	Sterling
2	**Clements**, Robert	(402) 471-2613	1120	Elmwood
3	**Blood**, Carol	(402) 471-2627	10th Floor	Bellevue
4	**Hilkemann**, Robert	(402) 471-2621	10th Floor	Omaha
5	**McDonnell**, Mike	(402) 471-2710	10th Floor	Omaha
6	**Cavanaugh**, Machaela	(402) 471-2714	11th Floor	Omaha
7	**Vargas**, Tony	(402) 471-2721	8th Floor	Omaha
8	**Hunt**, Megan	(402) 471-2722	1523	Omaha
9	**Cavanaugh**, John	(402) 471-2723	8th Floor	Omaha
10	**DeBoer**, Wendy	(402) 471-2718	12th Floor	Bennington
11	**McKinney**, Terrell	(402) 471-2612	11th Floor	Omaha
12	**Lathrop**, Steve	(402) 471-2623	1103	Omaha
13	**Wayne**, Justin T.	(402) 471-2727	1212	Omaha
14	**Arch**, John	(402) 471-2730	1117	La Vista
15	**Walz**, Lynne	(402) 471-2625	1107	Fremont
16	**Hansen**, Ben	(402) 471-2728	1308	Blair
17	**Albrecht**, Joni	(402) 471-2716	12th Floor	Thurston
18	**Lindstrom**, Brett	(402) 471-2618	8th Floor	Omaha
19	**Flood**, Michael	(402) 471-2929	1206	Norfolk
20	**McCollister**, John S.	(402) 471-2622	12th Floor	Omaha
21	**Hilgers**, Mike	(402) 471-2673	2103	Lincoln
22	**Moser**, Mike	(402) 471-2715	1529	Columbus
23	**Bostelman**, Bruce	(402) 471-2719	1210	Brainard
24	**Kolterman**, Mark	(402) 471-2756	1101	Seward
25	**Geist**, Suzanne	(402) 471-2731	12th Floor	Lincoln
26	**Hansen**, Matt	(402) 471-2610	12th Floor	Lincoln
27	**Wishart**, Anna	(402) 471-2632	8th Floor	Lincoln
28	**Pansing Brooks**, Patty	(402) 471-2633	10th Floor	Lincoln
29	**Bostar**, Eliot	(402) 471-2734	10th Floor	Lincoln
30	**Dorn**, Myron	(402) 471-2620	1208	Adams
31	**Pahls**, Rich	(402) 471-2327	1403	Omaha
32	**Brandt**, Tom	(402) 471-2711	1528	Plymouth
33	**Halloran**, Steve	(402) 471-2712	1115	Hastings
34	**Friesen**, Curt	(402) 471-2630	1110	Henderson
35	**Aguilar**, Raymond	(402) 471-2617	1118	Grand Island
36	**Williams**, Matt	(402) 471-2642	1401	Gothenburg
37	**Lowe**, John S., Sr.	(402) 471-2726	12th Floor	Kearney
38	**Murman**, Dave	(402) 471-2732	1522	Glenvil
39	**Linehan**, Lou Ann	(402) 471-2885	1116	Elkhorn
40	**Gragert**, Tim	(402) 471-2801	11th Floor	Creighton
41	**Briese**, Tom	(402) 471-2631	1306	Albion
42	**Groene**, Mike	(402) 471-2729	1302	North Platte
43	**Brewer**, Tom	(402) 471-2628	1423	Gordon
44	**Hughes**, Dan	(402) 471-2805	2108	Venango
45	**Sanders**, Rita	(402) 471-2615	11th Floor	Bellevue
46	**Morfeld**, Adam	(402) 471-2720	10th Floor	Lincoln
47	**Erdman**, Steve	(402) 471-2616	1124	Bayard
48	**Stinner**, John P.	(402) 471-2802	1305	Gering
49	**Day**, Jen	(402) 471-2725	11th Floor	Omaha

2022 LEGISLATIVE COMMITTEES

Committee on Committees Final Report
Standing Committees

Updated 1/18/22

Agriculture (8)
Rm. 1524 – Tuesday
Halloran (C), Brandt (VC), Brewer, Cavanaugh, J., Gragert, Groene, Hansen, B., Lathrop

Appropriations (9)
Rm. 1003 – Monday, Tuesday, Wednesday, Thursday, & Friday
Stinner (C), Wishart (VC), Clements, Dorn, Erdman, Hilkemann, Kolterman, McDonnell, Vargas

Banking, Commerce and Insurance (8)
Rm. 1507 – Monday & Tuesday
Williams (C), Lindstrom (VC), Aguilar, Bostar, Flood, McCollister, Pahls, Slama

Business and Labor (7)
Rm. 1524 – Monday
Hansen, B. (C), Blood (VC), Gragert, Halloran, Hansen, M., Hunt, Lathrop

Education (8)
Rm. 1525 – Monday & Tuesday
Walz (C), Morfeld (VC), Day, Linehan, McKinney, Murman, Pansing Brooks, Sanders

General Affairs (8)
Rm. 1510 – Monday
Briese (C), Lowe (VC), Arch, Brandt, Brewer, Cavanaugh, J., Groene, Wayne

Government, Military and Veterans Affairs (8)
Rm. 1507 – Wednesday, Thursday, & Friday
Brewer (C), Hansen, M. (VC), Blood, Halloran, Hunt, Lowe, McCollister, Sanders

Health and Human Services (7)
Rm. 1510 – Wednesday, Thursday, & Friday
Arch (C), Williams (VC), Cavanaugh, M., Day, Hansen, B., Murman, Walz

Judiciary (8)
Rm. 1113 – Wednesday, Thursday, & Friday
Lathrop (C), Pansing Brooks (VC), Brandt, DeBoer, Geist, McKinney, Morfeld, Slama

Natural Resources (8)
Rm. 1525 – Wednesday, Thursday, & Friday
Bostelman (C), Moser (VC), Aguilar, Cavanaugh, J., Gragert, Groene, Hughes, Wayne

Nebraska Retirement Systems (6)
Rm 1525 – At call of Chair
Kolterman (C), Lindstrom (VC), Clements, McDonnell, Slama, Stinner

Revenue (8)
Rm. 1524 – Wednesday, Thursday, & Friday
Linehan (C), Lindstrom (VC), Albrecht, Bostar, Briese, Flood, Friesen, Pahls

Transportation and Telecommunications (8)
Rm. 1113 – Monday & Tuesday
Friesen (C), Geist (VC), Albrecht, Bostelman, Cavanaugh, M., DeBoer, Hughes, Moser

Urban Affairs (7)
Rm. 1510 – Tuesday
Wayne (C), Hunt (VC), Arch, Blood, Briese, Hansen, M., Lowe

Select Committees

Committee on Committees (13)
Hilkemann (C)

District 1:	*District 2:*	*District 3:*
Bostelman	Hunt	Albrecht
Kolterman	Lathrop	Erdman
Morfeld (VC)	Lindstrom	Groene
Moser	Vargas	Murman

Enrollment and Review (1)
McKinney (C)

Reference (9)
Hughes (C), Vargas (VC), Geist, Hilgers, Lathrop, Lowe, McCollister, Pansing Brooks, Slama, Stinner (nonvoting ex officio)

Rules (6)
Clements (C), DeBoer (VC), Cavanaugh, J., Erdman, Hansen, M., Hilgers (ex officio)

Special Committees

Building Maintenance (6)
Erdman (C), Lowe (VC), Brandt, Dorn, McDonnell, Stinner

Education Commission of the States (3)
Morfeld, Pahls, Walz

Executive Board of the Legislative Council (9)
Hughes (C), Vargas (VC), Geist, Hilgers, Lathrop, Lowe, Pansing Brooks, McCollister, Slama, Stinner (nonvoting ex officio)

Justice Reinvestment Oversight (5)
Lathrop (C), Cavanaugh, J., McKinney, Pansing Brooks, Wayne

Legislative Performance Audit (7)
Geist (C), McCollister (VC), Day, Friesen, Hilgers, Hughes, Stinner

Midwestern Higher Education Compact (2)
Cavanaugh, J., Walz

Planning Committee (9)
Vargas (C), DeBoer (VC), Bostar, Clements, Hansen, M., Hilgers, Hughes, Stinner, Williams

Redistricting Committee (9)
Linehan (C), Wayne (VC), Blood, Brewer, Briese, Geist, Lathrop, Lowe, Morfeld

State- Tribal Relations Committee (7)
Albrecht (C), McKinney (VC), Brewer, Gragert, Hilkemann, Hunt, Wishart

Board of Education Legislative Goals
2021/2022
Ralston Public Schools Non-negotiables

- **RPS will continue to cultivate a systems thinking approach to all school programs, business, and operations.**
- **RPS will continue to provide the needed resources that support the defined Board of Education strategic priorities.**
- **With a focus on equity, RPS will continue to refine and grow our academic and social emotional programs to meet the needs of all of our students.**
- **RPS will continue to deliver a wide array of outstanding activity programs to allow our students a well rounded school experience.**
- **RPS will continue to evaluate the effectiveness and efficiency of all programs and services and make adjustments as necessary.**
- **RPS will refine and grow our outreach programs and service expectations to to include a focus on Social Emotional Learning and Staff Self Care.**
- **With a focus on equity, RPS will research and identify further opportunities and initiatives to help all of our students to be college or career ready.**

Board of Education Legislative Goals

- **Continued emphasis that our students and education are a priority in Nebraska as well as advocate for local control and decision making.**
- **Continued emphasis of State Equalization Aid (TEEOSA) and the infusion of further dollars into the aid formula.**
- **Review, monitor, and potentially support legislation that identifies and increases different revenue mechanisms for public schools across Nebraska.**
- **Oppose any efforts to create a partisan State Board of Education or Commissioner of Education.**
- **Oppose tax cuts that endanger any part of the State's revenue stream.**
- **Monitor any legislation that adjusts property valuation.**
- **Increase Special Education Funding.**
- **Continue to support and enhance Learning Community Programs that serve at-risk and diverse student populations in Ralston and within the Metro Area.**
- **Support legislation to increase funding for early childhood programs.**
- **Encourage further adjustments to the needs formula within TEEOSA specifically ELL and poverty.**
- **Support systems, initiatives, and funding options to cultivate additional opportunities to enhance college and career readiness specifically in vocational or certification focused areas and paid student internships.**
- **Advocate for targeted programs and funding that support the "Whole Child" as it relates to students' social, emotional, and physical well being. (SEL)**
- **Oppose any legislation that advances charter schools or voucher systems that reduce funding and opportunities for public schools.**
- **Support school choice through the protection of net option funding.**
- **Support legislation addressing the impacts of the COVID-19 pandemic to include limiting school liability and increased funding and support for recovery learning efforts.**

2022 ADVOCACY HANDBOOK

FOR THE 2022 LEGISLATIVE SESSION

NASB'S LEGISLATIVE & LEADERSHIP INITIATIVES FOR 2022

AND A GUIDE FOR EFFECTIVE ADVOCACY

AS ADOPTED BY THE NASB DELEGATE ASSEMBLY ON NOVEMBER 19, 2021
FOR THE 107TH LEGISLATURE, 2ND SESSION

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

The Nebraska Association of School Boards provides programs, services and advocacy to strengthen public education for all Nebraskans.

NASB
Nebraska Association of School Boards

WELCOME - WHAT IS YOUR ROLE

107TH LEGISLATURE, 2ND SESSION

CAN YOU REALLY MAKE A DIFFERENCE? YES YOU CAN!

No one is more qualified to talk about your school district, your community, and your needs related to providing a quality education than you! With your help, NASB is an advocate for public education and local school governance … and YOUR collective voice in the Legislature.

- NASB strives to serve its members to work as a team with legislators and state officials, to share the story of their district/ESU, to secure laws and regulations that benefit all of Nebraska's public schools, lobbying in support of your school board and local control.
- NASB is guided by a legislative agenda that is developed annually by YOU, initiated with submissions from YOU, and approved at the NASB's Delegate Assembly each November by YOU.

DID YOU KNOW: #weLIVEhere

79% of Nebraska's 1,700 locally elected School Board Members serve at or within 100 miles of where they graduated ... with 51% serving AT the district they graduated from.



You are a locally elected official and a community leader. As a school board member, you are in an excellent position to educate and influence the legislative process, and are seen as a key resource on education policy for your district.

We encourage all boards to include a legislative update as a part of each meeting, and to discuss/share key legislative information within your community. Advocacy is year-round, not just during the session itself. Bookmark the Government Relations page of www.NASBonline.org for updates and information, and make sure to utilize *NASB's Legislative Notes*, videos, NASB's Bills page and more, summarizing all of the pertinent items related to public education in Nebraska.

2022 LEGISLATIVE CALENDAR

January 5	2022 Legislative Session begins
January 20	Day 10: All new bills must be introduced by this date
January 30-31	Legislative Issues Conference
April 20	Day 60: Final Day of the 2022 Legislative Session
July 1	Call for Legislative Submissions for 2023 consideration due
November 18	2022 Delegate Assembly | Omaha

(All Dates are Tentative & Subject to Change)

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WHAT IS YOUR ROLE - ADVOCACY & ENGAGEMENT

107TH LEGISLATURE, 2ND SESSION

SHARE YOUR STORY!
KNOW YOUR DISTRICT'S DATA!
UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE!

ASK YOURSELF: HOW CAN YOU BEST SHARE YOUR DISTRICT'S STORY?

LEGISLATORS CARE ABOUT YOUR OPINION.
REMIND THEM; YOU ARE THEIR NEIGHBOR.
VOTERS ALSO PUT YOU IN OFFICE.
YOU ARE GUARDIANS FOR THE STATE'S MOST PRECIOUS RESOURCE...CHILDREN.
YOU HAVE AN INFLUENTIAL ROLE IN YOUR COMMUNITY.
YOU KNOW BETTER THAN ANYONE THE EFFECT OF A DECISION.

UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE

BUDGET
- Genera Fund Levy
- Building Fund Levy
- % of budget for Special Ed
- % of budget for administrative costs
- District valuation

KIDS
- % Kids on free/reduced lunch
- % of kids in ELL
- # of net option students
- Graduation rate

SCHOOL
- Enrollment
- # of kids in pre-school
- Average class size
- # of buildings

WHAT CAN NASB DO FOR YOU?

Assist you in preparing testimony, talking points, emails, or Op-Ed's; Facilitate Senator introductions and meetings in your district or the Capitol; Feature your district visits with Senators; Brief your board at a meeting in your community; And More ... Just ASK!

YOUR NASB LEGISLATIVE TEAM & RESOURCES

Colby Coash - Associate Executive Director, Director of Government Relations - ccoash@NASBonline.org
Matt Belka - Director of Marketing, Communications & Advocacy - mbelka@NASBonline.org
John Spatz - Executive Director - jspatz@NASBonline.org
Lindsey Wooton - Administrative Specialist - lwooton@NASBonline.org





Bookmark the "Government Relations" tab of www.NASBonline.org
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NASB Videos: "NASB Home / News & Resources / Videos"
Key Hashtags: #liveNASB #weLIVEhere





Nebraska Legislature: www.nebraskalegislature.gov
Senators Web Pages: www.nebraskalegislature.gov/senators

YOUR 2021-22 STATE SENATORS

107TH LEGISLATURE, 2ND SESSION



Sen. Julie Slama
District 1
Peru



Sen. Robert Clements
District 2
Elmwood



Sen. Carol Blood
District 3
Bellevue



Sen. Robert Hilkemann
District 4
Omaha



Sen. Mike McDonnell
District 5
Omaha



Sen. Machaela Cavanaugh
District 6
Omaha



Sen. Tony Vargas
District 7
Omaha
Former School Board Member



Sen. Megan Hunt
District 8
Omaha



Sen. John Cavanaugh
District 9
Omaha



Sen. Wendy DeBoer
District 10
Omaha



Sen. Terrell McKinney
District 11
Omaha



Sen. Steve Lathrop
District 12
Omaha



Sen. Justin Wayne
District 13
Omaha
Former School Board Member



Sen. John Arch
District 14
Papillion



Sen. Lynne Walz
District 15
Fremont



Sen. Ben Hansen
District 16
Blair



Sen. Joni Albrecht
District 17
Thurston



Sen. Brett Lindstrom
District 18
Omaha



Sen. Mike Flood
District 19
Norfolk



Sen. John McCollister
District 20
Omaha



Sen. Mike Hilgers
District 21
Lincoln



Sen. Mike Moser
District 22
Columbus



Sen. Bruce Bostelman
District 23
Brainard



Sen. Mark Kolterman
District 24
Seward
Former School Board Member



Sen. Suzanne Geist
District 25
Lincoln

YOUR 2021-22 STATE SENATORS

107TH LEGISLATURE, 2ND SESSION



Sen. Matt Hansen
District 26
Lincoln



Sen. Anna Wishart
District 27
Lincoln



Sen. Patty Pansing Brooks
District 28
Lincoln



Sen. Eliot Bostar
District 29
Lincoln



Sen. Myron Dorn
District 30
Adams



Sen. Rich Pahls
District 31
Omaha



Sen. Tom Brandt
District 32
Plymouth



Sen. Steve Halloran
District 33
Hastings



Sen. Curt Friesen
District 34
Henderson



Sen. Raymond Aguilar
District 35
Grand Island



Sen. Matt Williams
District 36
Gothenburg



Sen. John Lowe
District 37
Kearney



Sen. Dave Murman
District 38
Glenvil
Former School Board Member



Sen. Lou Ann Linehan
District 39
Elkhorn



Sen. Tim Gragert
District 40
Creighton
Former School Board Member



Sen. Tom Briese
District 41
Albion
Former School Board Member



Sen. Mike Groene
District 42
North Platte



Sen. Tom Brewer
District 43
Gordon



Sen. Dan Hughes
District 44
Venango
Former School Board Member



Sen. Rita Sanders
District 45
Bellevue



Sen. Adam Morfeld
District 46
Lincoln



Sen. Steve Erdman
District 47
Bayard
Former School Board Member



Sen. John Stinner
District 48
Gering
Former School Board Member



Sen. Jen Day
District 49
Gretna



Gov. Pete Ricketts

YOUR 2022 NASB LEGISLATION COMMITTEE

107TH LEGISLATURE, 2ND SESSION



Kim Burry, Chair
NASB President-Elect
Bayard



Brad Wilkins
NASB President
Ainsworth



Sandy Noffsinger
NASB Vice President
Dundy County Stratton



Member 1
Shavonna Holman
Omaha
Term Ends 2022



Member 2
Jane Erdenberger
Omaha
Term Ends 2024



Member 3
Spencer Head
Omaha
Term Ends 2022



Member 4
Connie Duncan
Lincoln
Term Ends 2024



Member 5
Kathy Danek
Lincoln
Term Ends 2022



Member 6
Amanda McGill Johnson
Millard
Term Ends 2024



Member 7
Sarah Centineo
Bellevue
Term Ends 2022



Member 8
Beth Morrissette
Westside
Term Ends 2024



Member 9
Skip Altig
North Platte
Term Ends 2022



Member 10
Marla Grier
South Sioux City
Term Ends 2024



Member 11
Laura Schneider
Hastings
Term Ends 2022



Member 12
Ryne Seaman
Seward
Term Ends 2024



Member 13
Suzanne Sapp
Ashland-Greenwood
Term Ends 2022



Member 14
Lisa Wagner
Central City
Term Ends 2024



Member 15
Steve Koch
Hershey
Term Ends 2022



Member 16
Jim Vlach
Lyons-Decatur
Term Ends 2024



Member 17
Christopher Waddle
Giltner
Term Ends 2022



Member 18
Judy Thompson
ESU 16
Term Ends 2024



Appointed Member
Lisa Albers
Grand Island
Term Ends 2022



Appointed Member
Jayson Bishop
Perkins County
Term Ends 2022



Appointed Member
Drew Blessing
Kearney
Term Ends 2022



Appointed Member
Steve Blocher
West Point
Term Ends 2022



Appointed Member
Kyle Fisher
Springfield Platteview
Term Ends 2022



Appointed Member
Stacie Higgins
Nebraska City
Term Ends 2022



Appointed Member
Amie Kopcho
York
Term Ends 2022



Appointed Member
Stephanie Summers
David City
Term Ends 2022

NASB POSITIONS ENCLOSED

107TH LEGISLATURE, 2ND SESSION

The Nebraska Association of School Boards is the only state organization created by school board members to represent the interests of school board members.

Your Association's legislative agenda is initiated each year with the submission of local board proposals.

The NASB Legislation Committee reviews all proposals, and then submits its recommendations to the NASB Board of Directors.

The Board can then review and amend the submissions before presenting them to the NASB Delegate Assembly.

The Delegate Assembly gives each member school district a voice in shaping the agenda of NASB.

Standing Positions remain in effect until they are repealed by the Assembly.

Legislative Resolutions are in effect for one year only.

WHAT DOES THIS REPRESENT?

The statements you read inside the pages of this book represent a set of belief statements which guide NASB's government relations efforts. These words guide our lobbying efforts at the State Capitol, with the State Board of Education and NDE, as well as with our representatives in Washington, D.C.

While this work represents an effort to describe an issue or condition to be addressed, rarely is a bill written in such plain language. Actual legislative bills are a blend of several ideas (or perhaps a good idea, and a substantial price tag). Hence, when NASB analyzes how we will testify on a bill, we take into account a number of factors, including regular reviews by the Legislation Committee which offer guidance on the course corrections necessary to navigate the turbulent amendment process.

YOUR 2021 LEGISLATIVE RESOLUTIONS

107TH LEGISLATURE, 2ND SESSION

. . . as approved by the Legislation Committee on July 16, 2021
. . . and approved by the Board of Directors on August 21, 2021
. . . and submitted to the Delegate Assembly on November 19, 2021

Resolutions are statements of intended and desired legislative action on items of current needs or problems. Resolutions are in effect for one year and direct the organization and its staff in their legislative efforts with each annual session of the Legislature. All resolutions submitted are presented for consideration and action. The Delegate Assembly shall receive, consider, and act upon legislative resolution proposals submitted to it by the Legislation Committee and the Board of Directors.

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

CREATING A VISION FOR NEBRASKA'S FUTURE

NASB will lead and support the creation of a vision that revises tax policy and invests state resources for Nebraska's future.

EDUCATION PROGRAM OPPORTUNITIES

NASB believes that each student should have access to a challenging instructional program which is relevant and prepares him or her for work or further education.

EXPAND USE OF QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

NASB supports the expansion of the Qualified Capital Purpose Undertaking Fund to include modifications for student and staff security including cyber security.

HEALTHY CULTURES & RESILIENCY IN SCHOOLS

NASB will support leveraging its infrastructure and resources to support a healthy culture in schools. NASB will align with others to develop "resilient" school districts with programs to support both staff and students.

MENTAL & BEHAVIORAL HEALTH

NASB will support legislative efforts to provide services related to mental and behavioral health to school-age children across Nebraska.

SUPPORT OF EARLY CHILDHOOD PROGRAMS IN THE COMMUNITY

NASB will support early childhood education programs at the community level, which may include redefining economic development programs to include early childhood infrastructure development for communities and will support early childhood programs as an element in community comprehensive plans.

SUPPORT THE COLLECTION AND USE OF RELEVANT DATA

NASB encourages boards to use data to support its district strategic plan and goals. NASB supports collaborating with the state and other organizations in the collection and use of relevant data. NASB will identify data it can capture to help inform boards and, if necessary, support legislation to create data sources.

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

. . . as approved by the Legislation Committee on July 16, 2021
. . . and approved by the Board of Directors on August 21, 2021
. . . and submitted to the Delegate Assembly on November 19, 2021

Standing positions are statements of policy and purpose which are developed and maintained over time.
They are considered annually by the Delegate Assembly, and remain in effect until they are actively removed.

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

BELIEF STATEMENTS FOR AN EFFECTIVE BOARD

S-1 — BOARD DEVELOPMENT
NASB encourages boards of education to take part in board in-service and development programs and to budget funds for such programs. (1995)

S-2 — BOARD RECOGNITION
NASB believes the service of school boardsmanship is fundamental to participatory democracy and deserves recognition collectively and individually from state and local communities. (prior to 1995)

S-3 — BUSINESS AND EDUCATION PARTNERSHIPS
NASB encourages boards of education to develop mutually beneficial partnerships with business to ensure mutual understanding and cooperation.(1995)

S-4 — COLLABORATIVE SERVICES TO YOUTH
NASB urges collaborative linkages between schools and other public and private agencies that serve children. (prior to 1995)

S-5 — LEADERSHIP TEAM
NASB believes that each board of education should create an administrative leadership team, which should include all supervisory and managerial employees including the superintendent and board members. (prior to 1995, amended 2007)

S-6 — PARENT INVOLVEMENT
NASB urges boards of education to support partnerships between parents and schools that encourage parent involvement in the education process. (1997)

S-7 — POLICY
NASB considers it imperative that boards of education adopt clearly defined, flexible policies after input from the administration, parents, employees, and other interested parties. Policies, based on a clear understanding of the education process, should be thoroughly reviewed annually. The execution of policy is the responsibility of professional administrators and staff. (prior to 1995)

S-8 — USE OF ACCOUNTABILITY DATA FOR SCHOOL IMPROVEMENT
NASB supports using school accountability data to determine potential strategies/resources for helping schools improve. We support the concept of growth or learning mindset which suggests that school effectiveness is assessed as an improvement process. Our perspective is that all schools in Nebraska are important and have opportunities to become more effective as quality educational systems. (2020)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

CONDITIONS OF CHILDREN

S-9 — ABUSE OF ALCOHOL, TOBACCO, & OTHER DRUGS
NASB supports efforts by boards of education and state and national officials to strictly enforce policies regarding the sale, use or possession of illegal drugs including methamphetamine, marijuana, THC products and synthetic equivalents of THC and marijuana, alcohol, tobacco, nicotine products, vapor products (including e-cigarettes), and any products intended by appearance or effect to replicate tobacco products on school property. The designation of "drug free zones" near schools is also urged. (prior to 1995, amended 2015)

S-10 — AT-RISK STUDENTS AND THE ACHIEVEMENT GAP
NASB recognizes that there are many children and youth who are experiencing special difficulties in achieving high education standards. NASB supports increased funding to help close the gap in educational opportunity and educational achievement, and urges boards of education to work with, and obtain increased funding from the state Legislature, as well as state and federal education agencies to assist at-risk children and youth in making adequate educational progress. (prior to 1995, amended 2009)

S-11 — COOPERATION WITH HHS
NASB supports legislation which mandates cooperation and consultation with school districts as it relates to the placement of children under the custody of DHHS. Comprehensive information about a child's educational needs should be shared with a school district prior to the placement of a student in a new school district. (2020)

S-12 — EARLY CHILDHOOD EDUCATION
NASB supports quality early childhood education programs accessible to all children and advocates programs that provide age-appropriate activities to prepare children for school. (prior to 1995)

S-13 — ENROLLMENT OPTION; HOMEBOUND STUDENTS
NASB supports legislation stating that when an option student becomes homebound, the school district in which the student resides assumes full responsibility for educating the student. (1998, amended 2016)

S-14 — ENROLLMENT OPTION LIMITATION
NASB supports legislation returning option students to the resident school district if the option district must contract with another school district or agency for the educational services needed by the student. (1996, amended 2016)

S-15 — LIABILITY FOR MEDICATION ADMINISTRATION
NASB supports legislation that would limit the liability of a school district and school district representatives for the administering of prescription medication to students. (1999, amended 2013, 2016)

S-16 — NUTRITION EDUCATION/STUDENT WELLNESS
NASB believes that wellness programs for schools should emphasize healthy lifestyles and eating habits, mindful of all eating disorders, as well as obesity. (2004)

S-17 — SAFE SCHOOL ENVIRONMENT
NASB supports efforts to provide a school environment that is free from weapons, harassment, bullying, violence, drugs (including alcohol and tobacco), and other factors which threaten the safety of students and staff. (1997, amended 2012)

S-18 — STATEWIDE POVERTY/TRAUMA FUNDING
NASB recognizes the growing number of public school students across the state that are living in impoverished conditions and/or with traumatic experiences. NASB supports the use of research-based science to strengthen policy, program design and funding that targets those impacted by persistent poverty and/or trauma. (2017)

S-19 — STUDENT DISCIPLINE
NASB opposes legislative mandates related to student discipline. NASB supports student discipline as an essential, mutual responsibility of parents, teachers, and administrators, with final responsibility resting with school boards. (1999, amended 2019)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

CURRICULUM & INSTRUCTION

S-20 — ACCESS TO EQUAL EDUCATION OPPORTUNITIES
NASB supports equal educational opportunities for all students, regardless of their race, wealth or family circumstance, and urges the Legislature, the State Department of Education, and boards of education to remove all barriers that may prevent any child from having full access to such education opportunities. (1995, amended 2009)

S-21 — ACHIEVEMENT TEST SCORE USE
NASB opposes the use of test scores for the comparison of school districts or for the ranking of schools. (1998)

S-22 — ASSESSMENT OF STUDENT LEARNING
NASB supports multiple approaches to assess student learning, with decisions on assessment made at the local district level, and opposes a single "high-stakes" testing procedure. (2001)

S-23 — CULTURAL DIVERSITY
NASB urges all boards of education to support and implement curriculum which recognizes cultural diversity and enhances the knowledge of students about various ethnic and cultural backgrounds. (prior to 1995)

S-24 — CURRICULUM ADOPTION
NASB opposes legislative mandates addressing curriculum and testing. NASB supports the adoption of curriculum by local school boards and the State Board of Education. (2019)

S-25 — RESPONDING TO SPECIAL EDUCATION COSTS
NASB supports legislative efforts to give school districts that incur unforeseeable additional special education expenses assistance to alleviate cash flow problems. (2005)

S-26 — STUDENT EXPRESSION
NASB supports the authority of the local boards of education and school administration to regulate the content of school-sponsored publications and curriculum. (1997, amended 2009)

S-27 — TECHNOLOGY
NASB supports equal access to current technology for all school districts so they may engage all students in the curriculum, to equip them for an increasingly technological society and job market, and to provide them greater access to education services. (prior to 1995)

FUNDING & FINANCE

S-28 — ACCOUNTING OF FUNDS
NASB supports transparent accounting and full disclosure of all funds received and expended for public education consistent with federal regulations. (2005)

S-29 — BUDGET LID: GROWTH FACTOR
NASB supports legislation which would establish an education expenditures "growth factor" which reflects the actual cost of providing a public education for school districts, learning communities, and ESUs. (2001, amended 2008)

S-30 — COMPENSATION FOR STATEWIDE STANDARDS & ASSESSMENTS
NASB supports adequate funding to compensate school districts/ESUs for the cost of implementing and managing the statewide learning standards and assessments. (2008, amended 2009, 2013)

S-31 — ELIMINATION OF BUDGET RESERVE LIMITS
NASB supports legislation that eliminates reserve limitation in the Tax Equity and Educational Opportunities Support Act and in debt service funds. (2000, amended 2001)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-32 — ELIMINATION OF EXPENDITURE LIMITATION
NASB supports legislation eliminating the limitation on general fund expenditures. (2000, amended 2011)

S-33 — ESU CORE SERVICES FUNDING
NASB supports legislation to adequately fund Educational Service Units in a manner that allows successful implementation of statewide educational initiatives that are developed by law in conjunction with the Nebraska Department of Education. (2009, amended 2015)

S-34 — FINANCING CAPITAL IMPROVEMENTS
NASB supports adequate funding for school districts and ESUs for maintenance or replacement of our rapidly deteriorating facilities. (1997, amended 2015)

S-35 — FISCAL POLICY
NASB believes the Governor and Legislature must work together to create fiscal policy that will adequately fund public education statewide based upon the needs of students and not driven by a pre-set allocation of funds for education regardless of need. Nebraska demographics and student needs are dynamic, as are the changing education standards required to be competitive nationally and internationally. To meet this challenge, fiscal policy would be built upon a broad base with the lowest possible rates to provide stability in the tax base and revenue stream, provide local government with the tools to generate adequate financial resources, yet equalize financial support among taxpayers, and assure the principle of uniform assessment. (prior to 1995, amended 2009)

S-36 — FOR-PROFIT ENTITIES OPERATING IN TAX-EXEMPT ZONES
NASB supports legislation to ensure equitable tax payments by for-profit business ventures operating on publicly owned or otherwise exempt property. (2003)

S-37 — FUNDING OF MANDATED PROGRAMS
NASB urges full funding by the state and federal governments at statutory levels of all programs, standards, activities, and services mandated to public schools and ESUs by the Legislature and Congress, and further urges that any unfunded mandates allow authority for supplementary appropriations or outside levy lid funding. (1997, amended 2012, 2017, 2019)

S-38 — FUNDING: SCHOOL DISTRICT INFRASTRUCTURE, SITE PURCHASES AND BUILDING OPERATING EXPENSES
NASB supports legislation that would provide an alternative to property taxes for financing facility development, maintenance, and operation. (2003)

S-39 — GENERAL FUND RESERVE LIMIT EXCEPTION
NASB supports legislation that would not allow school districts to be penalized or state aid to be adjusted, to a school disadvantage, when any type of error or correction is made in calculating the state aid formula. (1999, amended 2016)

S-40 — INCLUDING GIFTS, DONATIONS, OR FOUNDATION FUNDS AS RECEIVABLES
NASB opposes the inclusion of gifts, endorsements, donations, or foundation expenditures that are not regular operating expenses in the calculation of receivables in the state aid formula. (2000)

S-41 — K-12 SCHOOL TRUST LAND AND PERMANENT SCHOOL FUND
NASB opposes reduction of any assets of the school trust or diversion of the Permanent School Fund. (prior to 1995, amended 2010)

S-42 — LEGISLATION IMPLEMENTATION
NASB supports the concept that any legislative bill that limits financial resources, or requires additional financial resources, is done within a timeframe that will not negatively affect the school's ability to prepare their budget. (1997, amended 2015, 2017, 2019)

S-43 — LEGISLATIVE REVIEW OF STATUTORY DEADLINES
NASB urges legislative review of the conflicting mandatory deadlines that affect school revenues and expenditures. (2011)

S-44 — PROPERTY TAX REFORM/RELIEF
Any legislative discussion on property tax and distribution of state aid should include participation from school board and ESU board members. (2015)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-45 — REVENUE REDUCTIONS FOR SCHOOL DISTRICTS AFFECTED BY PROPERTY VALUATION LOSSES
NASB supports legislation that would create a hold harmless effect for districts which experience a decrease in valuation. (2004)

S-46 — SCHOOL DISTRICT OPTIONS IN DEALING WITH LARGE, UNANTICIPATED REVENUES
NASB supports legislation giving school boards options in dealing with large, unanticipated revenue increases in order to minimize fluctuations in state aid. (2000)

S-47 — SPECIAL BUILDING FUND TAX LEVY EXCLUSION
NASB supports amending the Nebraska Statutes that address budgeting and spending lid restrictions to allow school districts the ability to utilize up to fourteen cents of the Special Building Fund tax levy outside of the budgeting and spending lid restriction so that districts can plan for and fund capital improvement projects, building repairs and upgrades, and school district infrastructure needs. (2007, amended 2020)

S-48 — STATE FUNDING SYSTEM
NASB supports a stable, predictable, equitable, and adequate statewide education funding system that honors the Legislature's commitment to provide for free instruction in the common schools of this state, as guaranteed by the Nebraska Constitution, by prioritizing education funding in the state budget, and that:

- Invests in the education of all Nebraska public school children;
- Establishes a state fund or funding mechanism that assists Nebraska public schools with the costs of maintaining and constructing facilities;
- Reduces our dependence on local property taxes by drawing revenue from multiple funding sources;
- Promotes the responsibility of locally elected school boards to make sound, transparent school budget decisions;
- Provides funding in a timely and predictable manner;
- Includes the principle of equalization;
- Funds the total excess allowable costs for special education and support services; and
- Recognizes that a long-term solution to education funding will require an ongoing, collaborative effort to execute a vision and strategic plan to grow and diversify our economy. (1997, amended 2009, 2018)

S-49 — USE OF A UNIFORM VALUATION CALCULATION TO DETERMINE LOCAL RESOURCES AND STATE AID
NASB supports a property tax assessment system that utilizes uniform accounting practices to determine the property valuation number from which local and state officials can calculate both the local resources available to fund schools from property taxes, and the resulting calculation of state aid payments to school districts. (2003)

S-50 — VOUCHERS AND TAX CREDITS
NASB opposes any attempt to amend or circumvent the Nebraska and United States Constitutions to permit the use of public funds for the support, either direct or indirect, of schools not controlled by the public at large. NASB opposes any state or federal legislation allowing either tax credits or vouchers for children, or the parents or guardians of children attending nonpublic schools. or donors to scholarship funds for non-public education. (prior to 1995, amended 2020)

GOVERNANCE & STRUCTURE

S-51 — ACCOUNTABILITY
NASB believes that boards of education are accountable to students, parents, taxpayers, and employees for providing education programs, striving for education excellence, identifying education needs, adopting clearly defined written policies, measuring the success of instruction programs, and interpreting and disseminating information to the public through a public relations plan. (prior to 1995)

S-52 — ALLIED SCHOOLS
NASB opposes legislation that would mandate the formation of an allied system of school districts. (2014, amended 2016)

S-53 — AMEND OPEN MEETINGS ACT FOR EVALUATIONS
NASB supports legislation to allow boards to go into executive session to discuss superintendent evaluations and/or for the narrowing down of superintendent candidates. (2017)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-54 — AUTHORITY OF SCHOOL BOARDS
NASB supports the authority of boards of education to effectively govern and execute their statutory responsibilities. (1997, amended 2015)

S-55 — CHARTER SCHOOLS
NASB believes that any charter schools, or the like, involved with any aspect of K-12 education be authorized by a public school district, be located within the boundaries of such public school district and be accountable to the authorizing district for their student achievement, finances and operations. (1998, amended 2015)

S-56 — DUTIES OF SCHOOLS
NASB believes that the primary function of Nebraska schools should be the education of students and that the Legislature should be discouraged from placing duties on school districts which are not directly related to education. (prior to 1995)

S-57 — E-MEETINGS - FULLY-IMPLEMENTED OR PARTIAL ALLOWABLE ATTENDANCE
NASB supports legislation which allows for school board members to participate in school board meetings via electronic means while still maintaining a quorum when necessitated for the health and safety of the board and public. Virtual meetings cannot impede the public's ability to participate. (2020)

S-58 — EDUCATIONAL SERVICE UNIT GOVERNANCE
NASB supports governance of ESUs by elected boards and supports local determination of specific mechanisms of that governance. (2005)

S-59 — EDUCATIONAL SERVICE UNIT REORGANIZATION
NASB supports the continuation of ESUs as an effective means of delivering educational services to school districts and their students. Any reforms would provide for a statutory hold harmless provision in the distribution formula for Core Service funding when an Equity Unit reorganizes with any other ESU, and must be mindful of ESUs' essential role of delivering direct services and being responsible to the local school districts they serve. (2004, amended 2005)

S-60 — INTERACTIVE REMOTE COMMUNICATION TECHNOLOGY (TELEVIDEO)
NASB urges the legislature to provide updated rules and procedures so patrons are able to readily testify at legislative hearings via televideo (interactive remote communication technology) on a regular, ongoing basis to allow for a more equitable opportunity for the public to participate in the legislative process. (2017)

S-61 — ORGANIZATION
NASB opposes legislation that would mandate consolidation of districts or administration. NASB favors cooperation between school districts as well as ESUs to remove all barriers and penalties to promote orderly and voluntary reorganization into more efficient governing and administrative units to best serve the educational needs of Nebraska's children. (prior to 1995, amended 2008, 2015, 2017, amended 2019)

S-62 — PERSONAL LIABILITY
NASB opposes unnecessary laws which make individual members of a governing board of a political subdivision personally liable for damage judgements which result from lawsuits filed against the political subdivision. (prior to 1995, amended 2015)

S-63 — PUBLICATION OF MINUTES, RECEIPTS, & EXPENDITURES
NASB supports removing the requirement to publishing hearing notices and meeting minutes in public newspapers and supports the use of alternative means to communicate board activity. (2020)

S-64 — RESTRICTION OF RESOURCES AND BOARD RESPONSIBILITIES
NASB supports legislation allowing local boards to function as elected officials and to continue to establish policies, including finance policies, as representatives of the constituents who elected them. (1997)

S-65 — SCHOOL ACTIVITIES
NASB supports direct involvement by boards of education in the governance and activities of the Nebraska School Activities Association. (prior to 1995)

S-66 — SCHOOL CALENDARS
NASB opposes state mandated uniform opening and closing dates for local school districts. (prior to 1995)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS

S-67 — ACTIVITY ASSIGNMENTS
NASB opposes legislation that would require a separate written employment contract for coaching or any other activity assignment that would require that a person be notified by a specified date of the termination of an assignment for the following year. (1999)

S-68 — COMPENSATION
NASB will support a concept of compensation for teachers which is not based solely upon the experience and education attainment of teachers as found on standard salary schedules. (1995)

S-69 — CRIMINAL BACKGROUND CHECKS
NASB supports legislation which would aid public schools and ESUs in obtaining criminal background history information on prospective and current employees, and personnel provided through any contract service provider or anyone working on school property. (1999, amended 2006)

S-70 — EMPLOYEE BONUSES AND INCENTIVES
NASB supports legislation creating a comprehensive plan to recruit, retain and reward highly qualified individuals for teaching professions throughout the state, including offering incentives to encourage employees to sign a contract of employment. (2001, amended 2015)

S-71 — EMPLOYEE SUPPORT
NASB recognizes the need to support district employees with their health and supports initiatives that provide for the physical and mental wellness of all school employees. (2020)

S-72 — MEDICAL INSURANCE
NASB supports the concept of exploring alternatives to the costs of health insurance for the purpose of assuring the greatest allocation of our financial resources to education programs and services for children. (prior to 1995, amended 2003)

S-73 — RECOGNITION
NASB urges local school boards to develop and implement programs which recognize individuals for significant accomplishments and community service, experience, and competency. (prior to 1995, amended 2014)

S-74 — RETIREMENT
NASB supports legislation to assure a retirement system that is sound, adequate, and sustainable for school districts and ESUs. (prior to 1995, amended 2012)

S-75 — SCOPE OF BARGAINING
NASB believes negotiations with employees should be limited to matters of employee salaries and fringe benefits, and opposes any attempt to broaden the scope of negotiations to include matters of policy and management rights. (prior to 1995)

S-76 — STAFF DEVELOPMENT AND EVALUATION
NASB supports in-service training, enrichment programs, and continuing education for professional staff. Regular evaluations of performance, competency in the subject areas, and demonstrated ability to instruct or manage, in part as shown through student performance, should be conducted to promote professional growth. (1995)

STATE POLICY

S-77 — ADVISORY GROUPS
NASB requests that there be board of education representatives on all government commissions, councils, and committees which could have an impact on local school district policy or finance. (1995)

S-78 — CHOICE AND AFFILIATION
NASB supports the concepts of choice and affiliation among public schools as a means to maximize education opportunity. NASB believes any such program should result in the least amount of disruption and uncertainty for the affected school districts. (1995)

YOUR NASB STANDING POSITIONS

107TH LEGISLATURE, 2ND SESSION

S-79 — CONSTITUTIONAL RIGHTS & RESPONSIBILITIES
NASB, and school board members, fully supports the U.S. Constitution and the rights and responsibilities embodied within it. NASB therefore supports education and behavior that teaches and models expression of these rights and responsibilities. (2009, amended 2015)

S-80 — CORPORATE SPONSORSHIPS IN SCHOOLS
NASB opposes restrictions on school districts' ability to exercise their best judgment in entering into corporate sponsorship agreements. (2004)

S-81 — EDUCATIONAL SERVICE UNITS
NASB supports Educational Service Units as an effective and efficient means to provide educational services to local school districts. ESUs should be responsible to the local school boards they serve. (1997)

S-82 — GUIDING THE P-16 EFFORT: 21ST CENTURY SKILLS
NASB urges state and local policymakers to forge a new working relationship in redesigning Nebraska's public education system for the 21st century, with a focus on improving student achievement and holding each level of the system accountable, from preschool through post-secondary education or training, in a manner that:

a) Promotes multi-level communication and interaction between all P-16 partners to enhance student academic success;
b) Offers all students a rigorous developmentally-appropriate curriculum designed to provide opportunities and choice, regardless of the post-secondary path they choose;
c) Engages the assets of the full community;
d) Utilizes data and technology to individualize education for students and to incorporate new learning into the design;
e) Closes the achievement gap by focusing on quality teaching and learning opportunities;
f) Implements standards-based education fully in a seamless curriculum, so one level of the system builds on the next and the end result is known and understood from the beginning;
g) Provides sufficient resources that are adequate and sustainable at every level of the system to meet the challenge, resisting unfunded or underfunded mandates; and
h) Preserves the ability of local school boards and their communities to address local needs and challenges in a flexible manner using a variety of options. (2009, amended 2016)

S-83 — INDEPENDENT SCHOOL DISTRICTS
NASB supports the independence of established PK-12 school districts and also supports the cooperation and equalization of opportunity among school districts within learning communities. NASB believes that any legislation introduced impacting school districts or learning communities should seek to give districts and learning communities equalized resources. Any legislation should also allow these independent districts to maintain their right to governance, district curriculum, and the allocation of resources. (2006, amended 2013)

S-84 — LOCAL CONTROL FOR PUBLIC PK-12 SCHOOLS
NASB believes public PK-12 systems should be organized to serve communities throughout Nebraska without arbitrary size limits or a single model, which would not fit our state's varied communities. NASB opposes legislating arbitrary size limits and will work to remedy such limits currently in statute. (2006, amended 2013)

S-85 — LOCAL DISTRICT ADVOCACY
NASB supports the right and obligation of local school districts to advocate for legislative action that impacts their individual interests. (1996)

S-86 — NDE AUTHORITY
NASB opposes attempts by the legislature to preempt the statutory authority of the Nebraska State Board of Education to be the policy-forming, planning and evaluative body for Nebraska schools. (2017)

S-87 — NONPUBLIC SCHOOLS STANDARDS
NASB believes that nonpublic schools should have the same state standards as the public schools, including school approval, accreditation, teacher certification and endorsement, and safety standards. (prior to 1995)

S-88 — POLICY LEADERSHIP & VISION ON THE FUTURE OF NEBRASKA'S PK-12 SCHOOLS
NASB supports efforts to bring policy makers of the executive and legislative branches, educators, school boards, learning community coordinating councils, and ESU boards, and citizens together to determine the best course for the future delivery of PK-12 education to the students of the state. NASB boards emphasize increasing student achievement through governance structures that are clear, efficient, and controlled by the local district. (2003, amended 2008, 2010, 2013)

NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS

JUNE 2022

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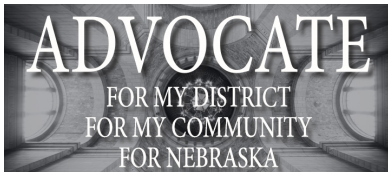
LEGISLATIVE LUNCHES & COFFEE WITH CANDIDATES











With the dust of the May Primary Election settled, we know a little bit more of what to expect in November, and then 2023. Now is the time to build relationships and share the story of your district and community with those potential local, state and federal leaders. NASB has been working to set up for meet and greets to get you, the locally elected community leaders, in front of some of these candidates, as well as working to build relationships in more of a one-on-one setting over coffee and lunch. Check out who we've met with, who's scheduled in the future, and be sure to mark your calendars and join us when we are in your area of the state!

PAST EVENTS

NASB Member Meet & Greet with newly appointed Senator & District 42 Candidate Mike Jacobson in North Platte this past April.

NASB Member Meet & Greet with District 44 Legislative Candidate Teresa Ibach in Lexington earlier this month.

UPCOMING EVENTS

NASB Member Meet & Greet with Congressman Bacon
Papillion La Vista - July 7

NASB Member Meet & Greet with District 34 Legislative Candidate Loren Lippincott
Central City - July 27

NASB Member Meet & Greet with District 24 Legislative Candidate Jana Hughes
York - August 17

NASB Member Meet & Greet with District 48 Legislative Candidates Brian Hardin & Don Lease II
Gering - August 28

NASB Member Meet & Greet with District 40 Legislative Candidate Barry DeKay
Plainview - August 31

NASB Member Meet & Greet with District 36 Legislative Candidate Rick Holdcroft
TBD



NASB IS LOOKING FOR A BOARD LEADERSHIP ASSOCIATE!

THIS PERSON WILL PARTNER WITH THE DIRECTOR TO MANAGE SERVICES FOR SCHOOL BOARDS. RESPONSIBILITIES WILL INCLUDE, BUT ARE NOT LIMITED TO: THE FACILITATION OF STRATEGIC PLANNING, COMMUNITY ENGAGEMENT, DATA ANALYSIS, CODING, DESIGN OF REPORTS, AND MEMBER ENGAGEMENT SUPPORT. BELOW YOU WILL FIND THE FULL JOB DESCRIPTION AND REQUIREMENTS.

IF YOU OR SOMEONE YOU KNOW IS INTERESTED, LEARN MORE & APPLY AT
http://members.nasbonline.org/index.php/about-us

TRAINING, NETWORKING, ENGAGEMENT & EVENTS

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http://members.nasbonline.org/index.php/news-resources/videos

JULY

NEXT WEEK!

NASB CALL FOR LEGISLATIVE PROPOSALS - DUE JULY 1

NASB CANDIDATE WEBINAR - JULY 13 - 7:00 TO 8:30 PM CT

NASB'S NEW SUPERINTENDENT ORIENTATION - JULY 20 - LINCOLN

NASB LEGISLATIVE LUNCH - MEET & GREET W/ LEG CANDIDATE LIPPINCOTT - JULY 27 - CENTRAL CITY

AUGUST

NASB LEGISLATIVE LUNCH - MEET & GREET W/ LEG CANDIDATE HUGHES - AUGUST 17 - YORK

AREA MEMBERSHIP MEETINGS - AUGUST THROUGH SEPTEMBER (SEE PAGE 6)

NASB LEGISLATIVE LUNCH - MEET & GREET W/ LEG CANDIDATES HARDIN & LEASE - AUGUST 28 - GERING

NASB LEGISLATIVE LUNCH - MEET & GREET W/ LEG CANDIDATE DEKAY - AUGUST 31 - PLAINVIEW

SEPTEMBER

NASB CANDIDATE WEBINAR - SEPTEMBER 14 - 7:00 TO 8:30 PM CT

ANNUAL SPARQ DATA SOLUTIONS TAILGATE PARTY - SEPTEMBER 17 - LINCOLN

FACILITIES & CONSTRUCTION - SEPTEMBER 22 - KEARNEY

OCTOBER

NASB CANDIDATE WEBINAR - OCTOBER 5 - 12:00 TO 1:00 PM CT

LABOR RELATIONS - OCTOBER 5-6 - LINCOLN

NOVEMBER & DECEMBER

STATEWIDE GENERAL ELECTION - NOVEMBER 8

STATE EDUCATION CONFERENCE - NOVEMBER 16-18 - OMAHA

NEW BOARD MEMBER WORKSHOPS - DECEMBER - GERING, NORTH PLATTE, KEARNEY, YORK, LA VISTA, NORFOLK

All Dates & Locations Tentative & Subject to Change

SCHOOL LEADERS & LAW, GOLF & THE ARCH

NASB Nebraska Association of School Boards

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Thanks to everyone who join us this week in Kearney for the annual golf outing, Archway tour and the School Leaders & Law Conference!









































COMMUNICATING EXPECTATIONS WITH BOARD CANDIDATES

Did you know that the NASB is providing a series of Board Candidate Webinars to provide an overview of the board's role and responsibilities? There are three webinars currently scheduled for July, September, and October, with the plan to add two more during September and October. We will alert Superintendents, ESU Administrators, and board presidents as soon as the dates are confirmed.

Tips for engaging with the Board Candidates (Non-Incumbents)

1. Download and share policy:
   a. **Board Code of Conduct** (or Code of Ethics)
      This policy provides a job description to support the role of the board.
   b. **Superintendent Job Description**
      This policy provides a general understanding of the superintendent/ESU Administrator

THE SUPERINTENDENT'S JOB DESCRIPTION

Policy #???? The administration of the school system in all aspects is the responsibility of the Superintendent, whose functions shall be conducted in accordance with the policies of the Board.

BOARD – SUPERINTENDENT RELATIONSHIP

Policy B-1050: "The establishment of policies is the responsibility of the Board, and the execution of those policies is a function of the Superintendent."

Guidelines to Remember:

- Effective board members are professional in their behavior and conduct.
- Effective boards engage in deliberation, work to find common ground, listen without judgment, and realize if they are dysfunctional, it will impact staff and students.
- Board-Superintendent leadership teams must work together toward a common vision and goals.
- *Regular communication between the board members and the superintendent is essential.*

DUTIES OF THE SCHOOL BOARD & SUPERINTENDENT

The superintendent functions as the administrative manager of the district and is, throughout his or her exercise of responsibilities, accountable to the board. The chart to the right defines some of the significant differences in the roles of these officials.

Board Leadership
NEBRASKA ASSOCIATION OF SCHOOL BOARDS

Administration	
The board hires a superintendent and delegates responsibility for administrative functions.	The superintendent is responsible for providing administrative leadership and managing the district's day-to-day operations.

Policymaking	
School Board	**Superintendent**
The board establishes policy for the governance of the school system after considering the superintendent's recommendations.	The superintendent is responsible for designing and implementing procedures to effect the requirements of policy.

Hiring & Evaluating Personnel	
School Board	**Superintendent**
The board employs one-employee, the superintendent. A first-year superintendent must be evaluated twice the first year of employment and once annually thereafter.	The superintendent recommends personnel to be hired; is responsible for performance evaluations; and makes recommendations for renewal, non-renewal, and dismissal of personnel, as provided by policy.

Planning Goals	
School Board	**Superintendent**
The board establishes goals for the district, based on the input of internal and external stakeholders.	The superintendent provides administrative leadership and makes recommendations to the board concerning the development and implementation of and progress toward the goals approved by the board.

Budget	
School Board	**Superintendent**
The board ensures district resources are allocated and aligned to the priorities of the district goals and monitors how funds are expended and managed following the adoption of the budget.	The superintendent prepares a budget, recommends budget expenditures to the board, provides timely and consistent updates on the status of the budget.

Community Relations	
School Board	**Superintendent**
The board engages the community at large and remain mindful of community expectations.	The superintendent keeps the community informed about district performance, policies, programs, and procedures.



BOARD CALENDAR AGENDA ITEMS FOR YOUR JULY MEETINGS

View the full, detailed calendar at: http://members.nasbonline.org/index.php/resources

MISSION, VISION & GOALS

Strategic Plan Update; District Goals Update

POLICY GOVERNANCE

Student Fees Policy. On or before August 1, every school board is required to hold a public hearing proposing a student fee policy. In the meeting, the board shall review the amount of money collected from student fees (per policy) the prior year. They shall then propose and adopt the upcoming school year policy and publish in the student handbook. The written Meal Charge Policy and guidelines shall be in place and ready to be communicated to staff and households. § 79-2,134: Student Conduct. On or before August 1, each year, all school boards shall annually review in collaboration with the county attorney of the county in which the principal office of the school district is located the rules and standards concerning student conduct adopted by the school board. § 79-262

ACCOUNTABILITY & STUDENT ACHIEVEMENT

Review Summer School Program [Content of report: staff, # students served, purpose and value, etc.]: Review the Alternative Education Program [Content of report: staff, # students served, curriculum, etc.]: Review Multi-Cultural Education Program: Apply for Distance Education Incentives. On or before August 1, School districts and educational service units shall apply for Distance Education Incentives (through 2020) § 79-1337: Students receiving instruction in another district; contracts authorized. On or before August 15, if the school district is contracting with a neighboring district(s) for instruction of all or any part of pupils residing in the district, written contracts shall be filed in the office of the superintendent of the primary high school district. § 79-598

ADVOCACY

Deadline for District Legislative Proposals to NASB is July 1, 2022

DISTRICT/ESU RESOURCES (BUDGET)

Conduct a Public Hearing on the Proposed Budget Statement. §13-506 The hearing shall be held separately from any regularly scheduled meeting and shall not be limited by time. *Please reference the statute to review the complete text and requirements: Budget Authority and Allowable Reserve Percentage Certification §79-1023

BOARD/SUPERINTENDENT RELATIONS

Superintendent Pay Transparency Act. On or before August 1, file with NDE a copy of approved contracts or any amendments, for superintendent/ESU administrator services. § 79-2403

REPORTS

Board Committees; Superintendent; Administrators.

BOARD LEADERSHIP DEVELOPMENT

Review and discuss Board Governance Standard V. Advocacy: NASB Board Member Candidate Webinar (*Election year.): NASB New Member Orientation (New Superintendents, Board President, District Administrative Assistant): NASB Legislation Committee Meeting: Review NASB Board Awards of Achievement Points (July 31st deadline for updating points earned.)

NASB Nebraska Association of School Boards

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2022 AREA MEMBERSHIP MEETINGS

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Nebraska City - Fremont - Gering - Valentine - Norfolk - La Vista - York - North Platte - Kearney



AUGUST 23 - NEBRASKA CITY
AUGUST 24 - FREMONT
AUGUST 29 - GERING
AUGUST 30 - VALENTINE
AUGUST 31 - NORFOLK
SEPTEMBER 1 - LA VISTA
SEPTEMBER 7 - YORK
SEPTEMBER 20 - NORTH PLATTE
SEPTEMBER 21 - KEARNEY

LEADERSHIP AT THE LOCAL LEVEL

THE BOARD'S ROLE IN THE EMPLOYEE SHORTAGE
WHAT PASSED, COULDN'T LAST, & IS CHANGING FAST: A LEGISLATIVE UPDATE
PARENT ENGAGEMENT – INVOLVEMENT IN THEIR CHILD(REN)'S EDUCATION
SOCIAL MEDIA FOR BOARD MEMBERS
ALL THINGS ALICAP AND LOSS CONTROL
PREPARING FOR BOARD AND DISTRICT/ESU LEADERSHIP TRANSITION

To learn more about all of the Programs, Services & Support NASB offers, visit www.NASBonline.org

NASB COMMUNICATING WITH SEN. FISCHER RE: USDA

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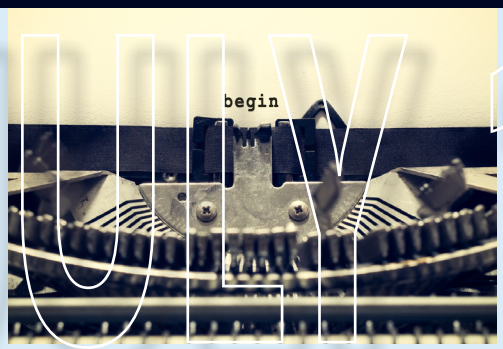
In May, the USDA issued a release regarding the USDA's enforcement of provisions in the Food and Nutrition Services programs.

NASB has been in regular communication with Senator Fischer's office to gain clarification on the implications to a school district and what exactly you as locally elected school board members may be forced to do in order to keep access to the programs affected.

The Senator and her office have sent a letter to the USDA asking for clarification about Food and Nutrition Services' enforcement of this new interpretation, including what actions it is requiring schools to take, how it intends to enforce the policy, and whether it would under any circumstance restrict funding to school nutrition programs. Senator Fischer has agreed to share the results of this communication with NASB and we will be sure to keep you updated as we await a response from the USDA.

https://www.fns.usda.gov/news-item/usda-0100.22?fbclid=IwAR1-D_-ZWlS_Hs2g-4_UhckEXJfcNkWbnqTTiry37P5s490fJWAe9fCLtUE







JULY 1

With the 2022 Legislative Session complete, now is the time for you and your board to think of items you might like addressed in 2023.

Submit your legislative proposals now at:
http://www.nasbonline.org/registrations/ProposedResolution.aspx

10 Award points will be granted, per resolution, to the entire board that proposes a legislative change and/or new legislation.



2022 NASB Board Candidate Webinars

~~Tuesday, June 7 - 7:00 to 8:30 PM CT Webinar~~

~~Thursday, June 9 - 12:00 to 1:30 PM CT Webinar~~

~~Wednesday, June 15 - 12:00 to 1:30 PM CT Webinar~~

Wednesday, July 13 - 7:00 to 8:30 PM CT Webinar

Wednesday, September 14 - 7:00 to 8:30 PM CT Webinar

Wednesday, October 5 - 12:00 to 1:00 PM CT Webinar

Searching for a new Superintendent? Contact Shari Becker at 800-422-4572 or visit www.NASBsuptsearch.org

CONGRATS TO THE CLASS OF 2022!

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"FOR ME, PRESENTING DIPLOMAS IS LIKE BUILDING THE FUTURE OF OUR COMMUNITY. OUR GRADUATES ARE THE FUTURE AND THE WORK WE DO IS DIRECTLY RELATED TO THAT FUTURE."

- BRAD WILKINS - NASB PRESIDENT, AINSWORTH BOE













CONGRATS TO THE CLASS OF 2022!

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THIS MONTH IN ...

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... MEMBER ENGAGEMENT

It has been great to see so many of you at our events and in your districts! We have been on the road and recently visited: Cozad, Eustis-Farnam, Hastings, High Plains, Leigh, Ogallala, Red Cloud, & Shelby-Rising City.

Sharon



... ADVOCACY & GOVERNMENT RELATIONS

CALL FOR LEGISLATIVE PROPOSALS DUE JULY 1
http://www.nasbonline.org/registrations/ProposedResolution.aspx

Stay engaged with NASB's Legislative efforts in the "off-season" at: http://members.nasbonline.org/index.php/government-relations

Join us for Meet & Greets when we come to your part of the state!

Call Colby & Matt with any questions!
#liveNASB #weLIVEhere

... POLICY

LB 83 passed by the Legislature last year allows the board at its meetings to require persons providing public comment to state their name, address, and organizational affiliation. The board, if necessary to protect the security of the individual, may waive the requirement of the speaker to provide an address. Your district's board policy on public comment should include these changes.

Contact Jim to learn more!

... ALICAP & INSURANCE

ALICAP hosted 3 Summer Workshops earlier in the month of June, in Gering, Kearney and Lincoln. Many thanks to all of the ALICAP members who were able to attend. If any Superintendent or IT director has Cyber Security questions, he or she is welcome to reach out.

Thanks, Megan!

... TECHNOLOGY

SAVE THE DATE: Sparq Tailgate - Saturday, September 17
OTHER KEY DATES: Sparq Open House - November 15
Welcome new Sparq Meetings Subscribers: City of Madison, & Village of Malcolm

New Superintendents ... Congratulations on your role at your new district! If you have any questions about Sparq Meetings or Sparq Negotiations or would like training, please don't hesitate to reach out to us and we'd be happy assist you on the system.

Darion - dmilller@NASBonline.org Nicole - nkobus@NASBonline.org www.sparqdata.com

THIS MONTH IN ...

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... SEARCH, STRENGTHS & AWARDS

EDUCATION LEADERSHIP SEARCH SERVICE

Contact us with questions on best practice for superintendent searches or for a proposal to fill your superintendent vacancy. It is not too early to do a proposal if you have a superintendent retiring in June of 2023. We are also filling Interim vacancies this time of year. Let us know if you would like to be considered.

AWARDS OF ACHIEVEMENT

The points year ends in July. Double check your points to ensure accuracy.

GALLUP STRENGTHSFINDER

This month we are featuring the theme of **Arranger**.

Those with **Arranger** as a dominant theme bring flexibility and interactivity. They work effectively and efficiently through others. Contact us for a code to take the Gallup CliftonStrengths Assessment.

Email sbecker@NASBonline.org for these programs/services.

- Shari -

... BOARD LEADERSHIP

Check out *"At the Board Table"* on pages 4-5.

Marcia, Kari, Katie & Caden

... ENERGY PURCHASING

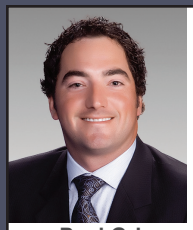
Natural gas prices for next winter have trended lower lately after huge increases since March. A weakening economy and the closure of one of the nation's few liquid natural gas export terminals due to a fire are credited for this. Our market consultants will be monitoring the changes closely this summer to catch any opportunities for locking in additional supplies for the 2022-2023 winter.

Contact Jim to learn more!

... DATA ANALYTICS

The Nebraska Board of Education will be creating financial literacy curriculum standards in coming months. How about upgrading your own Board's School District financial literacy regarding levies, valuations, valuations per student, and costs per student compared to nearby districts or similar-sized districts? NASB can provide data to improve your board's ability to put your district finances in perspective when speaking to your patrons.

Contact Jim to learn more!



Paul Grieger
(800) 528-5145
pgrieger@dadco.com



Cody Wickham
(866) 809-5596
cwickham@dadco.com



Andy Forney
(866) 809-5443
aforney@dadco.com

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Assistant



Jim Luebbe
Director of Policy Services



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Board Leadership Associate



Lindsey Wooton
Administrative Specialist



View the full directory of the Board and staff bios at www.NASBonline.org

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ACCOUNTING

Watts and Hershberger, P.C.
Jim Watts
402-483-7512 - jw1cpa@aol.com - https://gowh.com/
(CPA, Accounting)

ARCHITECTS

BCDM Architects
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pcarson@bcdm.net - www.bcdm.net
(Creating environments that form people)
* PLATINUM LEVEL AFFILIATE

BVH Architecture
Cleve Reeves - 402-475-4551
creeves@bvh.com - www.bvh.com
(A design-centered critical practice embracing a creative and collaborative process to design architecture that enhances the community in which it serves.)
* PLATINUM LEVEL AFFILIATE

ARCHITECTS

Clark & Enersen
Steve Miller - 402-477-9291
steve.miller@clarkenersen.com - www.clarkenersen.com
(From the very beginning, partnership has defined us.)
* PLATINUM LEVEL AFFILIATE

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Courtney Koch - koch.c@cmbaarchitects.com
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Jamie Eckmann - 402-551-1500
jeckmann@cwparchitects.com - www.cwparchitects.com
(Architecture, planning, feasibility studies)
* GOLD LEVEL AFFILIATE

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vschutte@dlrgroup.com - www.dlrgroup.com
(Architecture, engineering, Ed. facility planning)

AWARDS & PLAQUES

Awards Unlimited
Tim Moravec - 402-474-0815
tmoravec@awardsunlimited.com
www.awardsunlimited.com
(Trophies, awards, plaques, etc.)

BUILDING CONTROLS/SERVICES

Control Management Inc.
Nathan Haug - 402-571-9454
nathan@cmiomaha.com - www.cmiomaha.com
(Building Automation, Security and Energy Optimization for New and Existing Systems)

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CONSTRUCTION SERVICES

BD Construction
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mwilkerson@bdconstruction.com - BDconstruction.com
(Construction Management at Risk and as Agent, Facility Planning, Site Selection, Pre-bond Community Education, Stakeholder Engagement)
*GOLD LEVEL AFFILIATE

Boyd Jones Construction
Emily Bannick - 402-550-1808
ebannick@boydjones.biz - www.boydjones.biz
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* PLATINUM LEVEL AFFILIATE

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Kingery Construction Co
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MCL Construction
Heather Fredrick - 402-339-2221
haf@mclconstruction.com - www.mclconstruction.com
(Navigating the entire construction process)
* GOLD LEVEL AFFILIATE

Nemaha Sports Construction Inc
Don Traska - 402-434-5488
don.traska@nemaha.net - www.nemaha.net
(Athletic Fields, Parks & Recreation, Hardscapes)
* GOLD LEVEL AFFILIATE

Tetrad Property Group
Cassie Paben - 402-580-2355
cpaben@tetradpropertygroup.com - tetradpropertygroup.com
(Owner's Representative, Facility Planning, Site Selection, Pre-Bond Community Education, Stakeholder Engagement, Facility Management)

W. A. Klinger
Matt Thompson - 712-233-3233
mthompson@waklinger.com - www.waklinger.com
(Pre-Construction, Construction Management, Design-Build, and General Contracting Services.)

DATA SECURITY, VIDEO & COMMUNICATIONS

Filament Essential Services
Dan Kunzman - 402-479-6663
dank@fes.org - www.filamentservices.org
(SOCS websites+apps, Marketing/Branding/Video, Data. Filament Essential Services is a new division of FES)
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DESIGN BUILD

Ayars & Ayars, Inc.
Darl Naumann - 402-435-8600 - 402-570-9214
dnaumann@ayarsayars.com - www.ayarsayars.com
(Design-build leader focused on creating opportunities by building beneficial relationships, processes, and projects)
*GOLD LEVEL AFFILIATE

ENERGY SERVICES

Community Building Solutions
Jacob Hurla - 785-580-3014
jhurla@communitybuildingsolutions.com
(Providing a cost-effective avenue for school districts to address outdated equipment, resolve comfort challenges, and reduce energy and maintenance costs. Serving underserved rural communities cost-effectively is the core of our mission.)
* PLATINUM LEVEL AFFILIATE

Facility Advocates
Dave Raymond - 402-206-8777
draymond@facilityadvocates.com
www.facilityadvocates.com
(Building Construction & Energy Services)
* GOLD LEVEL AFFILIATE

Navitas
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nrosenberry@navitas.us.com - https://navitas.us.com/
(Energy Savings, Building Construction, Energy Management, Guaranteed Results)
* GOLD LEVEL AFFILIATE

Optimized Systems
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mike.taylor@optimized-systems.com
www.Optimized-Systems.com
(Energy Optimization, Energy Management, Commissioning, Metering, Energy Studies, Mechanical System Assessments, Troubleshooting)
* GOLD LEVEL AFFILIATE

TRANE
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mfoertsch@trane.com - www.trane.com/omaha
(Building Construction & Energy Services. A global provider of indoor comfort syste)
* GOLD LEVEL AFFILIATE

FINANCIAL SERVICES

Ameritas Investment Company
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jennifer.kobza@ameritas.com - (Public Finance)
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Nebraska Liquid Asset Fund - NLAF
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FOOD SERVICE

Lunchtime Solutions
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www.lunchtimesolutions.com
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Opaa! Food Management of Nebraska
Greg Frost - 816-210 -9359
gfrost@opaafod.com - www.opaafood.com
(Contract Food Service Management)

FUNDRAISING

Omaha Public Schools Foundation
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402-502-3003 - toba.cohendunning@ops.org
https://omahapublicschoolsfoundation.org
(The Omaha Public Schools Foundation enriches students' lives by funding opportunities for success.)

INSURANCE SERVICES

American Fidelity
Ryan Wedel
785-783-0375 - ryan.wedel@americanfidelity.com
www.americanfidelity.com/nebraska
(Solutions built for the education community)
* PLATINUM LEVEL AFFILIATE

Blue Shield of Nebraska
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cortney.ray@nebraskablue.com
www.nebraskablue.com
(Group health insurance)
* GOLD LEVEL AFFILIATE

National Insurance Services
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sott@nisbenefits.com - www.nisbenefits.com
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sheri.shonka@prmne.com - www.alicap.org
(ALICAP, Insurance services)
* PLATINUM LEVEL AFFILIATE

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William Mueller - 402-434-3399
mueller@muellerrobak.com
(Lobby firm)

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hannah@teammates.org - www.teammates.org
(Together we transform lives)
* Silver Level Affiliate

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Creative Sites, LLC
Julie Kutilek - 402-614-4606 - 800-266-1250
julie@creativesitesllc.com
(Playground equipment and site furnishings)
* GOLD LEVEL AFFILIATE

Crouch Recreation
Eric Crouch - 402-496-2669
eric@crouchrec.com - www.crouchrec.com
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Fisher Tracks, Inc.
Jordan Fisher - 800-432-3191 - 515-432-3191
jfisher@fishertracks.com - www.fishertracks.com
(Installation, Refurbishment & Design Build of All-Weather Running Tracks)

Outdoor Recreation Products
Don Wilson - 402-289-0400 - don@outdoorrec.net
www.outdoorrecreationproducts.com
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* GOLD LEVEL AFFILIATE

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njosten@onesourcebackground.com
www.onesourcebackground.com
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* GOLD LEVEL AFFILIATE

TECHNOLOGY CONSULTING

PRISM advisors
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jprichards@prism-advisors.com
www.prism-advisors.com
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shelby@jmcinc.com - https://www.jmcinc.com/
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* PLATINUM LEVEL AFFILIATE

Midwest Alarm Services
Mike Wells - 402-331-6111- 402-474-3737
Mike.Wells@mw-as.com
(Life Safety Systems provider)
* GOLD LEVEL AFFILIATE

Sparq Data Solutions
Craig Caples - 402-423-4951
ccaples@sparqdata.com - www.sparqdata.com
(Paperless Board Meetings, Teacher Negotiations, Public Document Management, Document Imaging & Scanning, Online Policy)
* PLATINUM LEVEL AFFILIATE

THERAPY SERVICES

Central Nebraska Rehabilitation Services
Mary Walsh-Sterup - 308-675-1853 ext. 3222
mary@cnrehab.com - www.cnrehab.com
(Providing PT, OT and Speech therapy in the school system)

TRANSPORTATION

Cornhusker International
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mgoodbrake@masterstransportation.com
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NASB BOARD NOTES

A MONTHLY PUBLICATION FROM THE NEBRASKA ASSOCIATION OF SCHOOL BOARDS

JUNE 2022

LEADERSHIP | INNOVATION | VISION | ENGAGEMENT | #liveNASB | #weLIVEhere

IN THIS EDITION

LEGISLATIVE LUNCHES & COFFEE WITH CANDIDATES

SCHOOL LEADERS & LAW, GOLF & THE ARCH

COMMUNICATING EXPECTATIONS WITH BOARD CANDIDATES

LEADERSHIP AT THE LOCAL LEVEL

NASB COMMUNICATING WITH SEN. FISCHER RE: USDA

CONGRATS TO THE CLASS OF 2022!

YOUR NASB BOARD OF DIRECTORS & STAFF

YOUR 2022 NASB AFFILIATES

... AND MUCH MORE!

AS WELL AS "THIS MONTH IN ..."

... ADVOCACY & GOVERNMENT RELATIONS

... ALICAP & INSURANCE

... BOARD LEADERSHIP

... DATA ANALYTICS

... ENERGY PURCHASING

... MEMBER ENGAGEMENT

... POLICY

... SEARCH, STRENGTHS & AWARDS

... TECHNOLOGY

Ralston Enrollment Report as of 06/20/2022

BLUMFIELD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	18	0	3	21	0
KG	2.00	37	5	0	42	0
01	2.00	38	4	0	42	0
02	2.00	31	6	0	37	0
03	2.00	41	10	0	51	0
04	2.00	41	10	0	51	0
05	2.00	44	10	0	54	0
06	2.00	37	13	0	50	0
Building Total:		**287**	**58**	**3**	**348**	**0**

KAREN WESTERN ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	21	0	1	22	0
KG	1.00	17	7	1	25	0
01	2.00	28	6	0	34	0
02	1.00	13	3	0	16	0
03	1.00	21	5	0	26	0
04	1.00	21	5	0	26	0
05	2.00	27	5	0	32	0
06	1.00	20	5	0	25	0
Building Total:		**168**	**36**	**2**	**206**	**0**

MEADOWS ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	31	0	6	37	0
KG	2.00	32	8	0	40	0
01	2.00	33	6	0	39	0
02	2.00	31	5	1	37	1
03	2.00	32	10	0	42	1
04	2.00	29	9	1	39	0
05	2.00	37	8	0	45	0
06	2.00	22	12	2	36	0
Building Total:		**247**	**58**	**10**	**315**	**2**

MOCKINGBIRD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	17	0	6	23	0
KG	1.00	57	9	0	66	1
01	3.00	40	10	0	50	0
02	2.00	44	6	1	51	0
03	3.00	49	7	0	56	0
04	2.00	47	6	1	54	0
05	2.00	43	10	0	53	0
06	2.00	40	12	0	52	0
Building Total:		**337**	**60**	**8**	**405**	**1**

Ralston Enrollment Report as of 06/20/2022

SEYMOUR ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	16	0	2	18	0
KG	1.00	31	7	0	38	0
01	1.50	37	8	1	46	0
02	1.50	27	6	3	36	0
03	1.50	26	5	2	33	0
04	1.50	29	5	0	34	0
05	1.50	30	3	2	35	0
06	1.50	26	2	3	31	0
Building Total:		**222**	**36**	**13**	**271**	**0**

WILDEWOOD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	31	0	1	32	0
KG	2.00	24	10	0	34	0
01	2.00	25	9	0	34	0
02	2.00	27	11	0	38	0
03	2.00	25	9	0	34	0
04	2.00	24	9	1	34	0
05	2.00	22	12	0	34	0
06	2.00	32	7	0	39	0
Building Total:		**210**	**67**	**2**	**279**	**0**

RALSTON MIDDLE SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
07		168	80	1	249	0
08		190	58	3	251	0
Building Total:		**358**	**138**	**4**	**500**	**0**

RALSTON HIGH SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
09		181	90	0	271	0
10		169	71	0	240	2
11		176	69	0	245	0

Ralston Enrollment Report as of 06/20/2022

RALSTON HIGH SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
12		36	13	0	49	0
Building Total:		**562**	**243**	**0**	**805**	**2**
District Total:		**2391**	**696**	**42**	**3129**	**5**
KG:		**198**	**46**	**1**	**245**	**1**
01:		**201**	**43**	**1**	**245**	**0**
02:		**173**	**37**	**5**	**215**	**1**
03:		**194**	**46**	**2**	**242**	**1**
04:		**191**	**44**	**3**	**238**	**0**
05:		**203**	**48**	**2**	**253**	**0**
06:		**177**	**51**	**5**	**233**	**0**
07:		**168**	**80**	**1**	**249**	**0**
08:		**190**	**58**	**3**	**251**	**0**
09:		**181**	**90**	**0**	**271**	**0**
10:		**169**	**71**	**0**	**240**	**2**
11:		**176**	**69**	**0**	**245**	**0**
12:		**36**	**13**	**0**	**49**	**0**

Ralston Enrollment Report as of 06/27/2022

BLUMFIELD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	18	0	3	21	0
KG	2.00	37	5	0	42	0
01	2.00	38	4	0	42	0
02	2.00	31	6	0	37	0
03	2.00	41	10	0	51	0
04	2.00	41	10	0	51	0
05	2.00	44	10	0	54	0
06	2.00	37	13	0	50	0
Building Total:		**287**	**58**	**3**	**348**	**0**

KAREN WESTERN ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	21	0	2	23	0
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01	2.00	28	6	0	34	0
02	1.00	13	3	0	16	0
03	1.00	21	5	0	26	0
04	1.00	21	5	0	26	0
05	2.00	27	5	0	32	0
06	1.00	20	5	0	25	0
Building Total:		**168**	**36**	**3**	**207**	**0**

MEADOWS ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	31	0	6	37	0
KG	2.00	32	8	0	40	0
01	2.00	33	6	0	39	0
02	2.00	31	5	1	37	1
03	2.00	32	10	0	42	1
04	2.00	29	9	1	39	0
05	2.00	37	8	0	45	0
06	2.00	22	12	2	36	0
Building Total:		**247**	**58**	**10**	**315**	**2**

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PS	1.00	17	0	7	24	0
KG	1.00	57	9	0	66	1
01	3.00	40	10	0	50	0
02	2.00	44	6	1	51	0
03	3.00	49	7	0	56	0
04	2.00	47	6	1	54	0
05	2.00	43	10	0	53	0
06	2.00	40	12	0	52	0
Building Total:		**337**	**60**	**9**	**406**	**1**

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KG	1.00	31	7	1	39	0
01	1.50	37	8	1	46	0
02	1.50	27	6	3	36	0
03	1.50	26	5	2	33	0
04	1.50	29	5	0	34	0
05	1.50	30	3	2	35	0
06	1.50	26	2	3	31	0
Building Total:		**222**	**36**	**14**	**272**	**0**

WILDEWOOD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	31	0	1	32	0
KG	2.00	24	10	0	34	0
01	2.00	25	9	0	34	0
02	2.00	27	11	0	38	0
03	2.00	25	9	0	34	0
04	2.00	24	9	1	34	0
05	2.00	22	12	0	34	0
06	2.00	32	7	0	39	0
Building Total:		**210**	**67**	**2**	**279**	**0**

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12		36	13	0	49	0
Building Total:		**562**	**243**	**0**	**805**	**2**
District Total:		**2391**	**696**	**45**	**3132**	**5**
KG:		**198**	**46**	**2**	**246**	**1**
01:		**201**	**43**	**1**	**245**	**0**
02:		**173**	**37**	**5**	**215**	**1**
03:		**194**	**46**	**2**	**242**	**1**
04:		**191**	**44**	**3**	**238**	**0**
05:		**203**	**48**	**2**	**253**	**0**
06:		**177**	**51**	**5**	**233**	**0**
07:		**168**	**80**	**1**	**249**	**0**
08:		**190**	**58**	**3**	**251**	**0**
09:		**181**	**90**	**0**	**271**	**0**
10:		**169**	**71**	**0**	**240**	**2**
11:		**176**	**69**	**0**	**245**	**0**
12:		**36**	**13**	**0**	**49**	**0**

NEGOTIATED AGREEMENT

For the 2022-23 School Year

SIGN LANGUAGE INTERPRETERS OF THE
RALSTON EDUCATION ASSOCIATION

And

RALSTON BOARD OF EDUCATION

AGREEMENT

This contract for the 2022-23 academic year is entered into by the Board of Education of the School District of Ralston**,** hereinafter referred to as the Board, and the Sign Language Interpreters of the Ralston Education Association, hereinafter called the Bargaining Unit.

I. RECOGNITION

During the life of this contract**,** the Board hereby recognizes the Bargaining Unit as the exclusive bargaining agent for all employees of the district who are employed on a Sign Language Interpreter's contract. The Board recognizes the Bargaining Unit as the exclusive and sole collective bargaining agent for all Sign Language Interpreters (SLI's) employed by the District.

Sign Language Interpreter shall mean an individual who has passed the EIPA written test and attained one of the competency skill levels as measured by the following assessments:

(A) Written competency

1. Educational Interpreter Performance Assessment (EIPA) written test.
    a. MANDATORY of all new hires regardless of skill certification.
    b. Exceptions: Interpreters meeting Rule 51 Performance levels and documented professional development (PD) hour requirements as set by NDE. Anyone failing to meet PD requirements will be required to take the written EIPA and retest the performance EIPA tests to ensure employment.

AND

(B) Skill competency

1. Educational Interpreter Performance Assessment (EIPA).
    a. Competency level 4.0 or above or,
    b. Interpreters who meet Rule 51 requirements as set by NDE (see exceptions above)
2. Registry of Interpreters of the Deaf Certification (RID)/National Interpreters Certificate (NIC).
3. National Association of the Deaf (NAD). Competency level 4.0.
4. Quality Assurance Screening Test (QAST). Competency level 4.0

II. COMPENSATION

(A) Salary Schedule and Base Salary:

The Board agrees to pay Sign Language Interpreters who are members of the Bargaining Unit according to the salary schedule (Appendix A). Interpreters who meet Rule 51

requirements as set by NDE with a minimum EIPA competency level of 3.5 shall be paid according to the salary schedule listed in Appendix B.

For contract year 2022-2023 only, each SLI employee currently at the bottom of the salary schedule for their respective placement will receive a minimum of $2.00 per hour increase on their base salary. At the conclusion of this contract this additional language shall be removed.

(B) Initial Placement:

Newly hired Sign Language Interpreters shall be credited with all previous sign language interpreter experience in schools whose standards are the same as those of the Suburban Schools Program. He/She will be placed on the salary step schedule according to his/her years of experience as a qualified (per Rule 51) Sign Language Interpreter and education level achieved**.** 140 days on duty during the regular school year and not less than six hours per day shall be counted as a creditable school year.

For the contract year 2022-2023 only, any sign language interpreter who, during the 2021-2022 school year, passed the EIPA written test and attained a competency skill level identified in this contract shall be placed in the appropriate column on step two of the salary schedule (Appendix A). At the conclusion of this contract this additional language shall be removed.

(C) Vertical Advancement:

Vertical advancement will accrue with the completion of each creditable school year worked.

(D) Longevity

Years of Service to the Ralston School District will accrue from initial hire date. Longevity compensation will be paid to Sign Language Interpreters with consecutive years of service to the district. As of Sept. 1, 2015, SLI's in their 6th, 11th, 16th, 21st, and 26th year of employment will receive an additional 25 cents per hour above their established hourly wage. Longevity compensation remains in effect each year until the next plateau is reached.

(E) Horizontal Advancement:

For sign language interpreters who have met the minimum written and skill competency levels established in Part 1, subsections A and B of this contract:

1. Salary credit will be given to Sign Language Interpreters as they move across the Salary Schedule due to increased education level, and/or increased EIPA score. (See Appendix A and B).

2. Any change in education or certification tests that will impact a sign language interpreter's compensation must be completed no later than September 1st of the salaried year. All testing after September 1st will not be honored until the beginning of the next school year.
3. Any change in education or certification levels must be authenticated through HR before November 1st of the salaried year. All changes after November 1st will not be honored until the beginning of the next school year.
4. Any change to a Sign Language Interpreter's compensation due to horizontal advancement shall be credited on December 1st, and movement on the salary scheduled shall take place accordingly. Payment is retroactive to September 1st.

For sign language interpreters who have not yet met the minimum written and skill competency levels established in Part 1, subsections A and B of this contract:

1. Salary credit will be given to Sign Language Interpreters as they move across the Salary Schedule due to an increased EIPA score. (See Appendix A).
2. Any change in certification levels must be authenticated through HR.
3. Any change to a Sign Language Interpreter's compensation due to an increased EIPA score will become effective on the next pay cycle after the district receives an official EIPA score report from the staff member. Payment shall not be retroactive to the start of the district's fiscal year (September 1st).

(F) Part-Time/Job-Sharing:

Part-time and job-sharing employees will receive prorated salary and benefits at the same fraction as their employment. The employee shall have the option to pay for the additional coverage not provided. Salary advancement shall be credited at the rate of one year of experience for each year of .5 FTE or greater.

(G) Duty Hours/Days:

The full time SLI workday may begin and end at different times from school to school and will be paid for a minimum of 7.5 hours per day (8.0 hours per day for SLI Sub/Mentors) and 180 days per school year. If an SLI is unable to complete his/her 180 days of service to the district, the district may employ a qualified individual to serve for less than 180 days, subject to the terms of this agreement. The standard workday may be prorated based on the needs of the students served. Thirty (30) minutes of this time shall be a paid, duty-free lunch.

Interpreters shall also be granted two paid holidays (Fringe Benefits, Section G) for a total of 182 paid days.

In the event the district in which a SLI is assigned (Ralston or another district) reduces the number of student days, the SLI will be assigned to duties equal to the number of student

days lost. If the district chooses not to make up the days, the SLI will not be docked for unworked hours/days.

(H) Over Time:

Covered SLI 's will be compensated at the rate of one and one half times their regular hourly rate for any time over forty (40) hours worked in anyone week. Paid sick leave and paid personal leave will be considered as hours worked. A duty-free lunch (30 minutes) will not be considered as hours worked.

(I) Minimum Compensation:

Compensation for a minimum of two (2) hours at the appropriate pay scale will be paid to any Sign Language Interpreter who reports for duty at any time other than the regularly scheduled time unless the time scheduled for work starts 15 minutes or less before or after the regular school day and the time worked is two (2) hours or less in duration. Payment for time beyond two (2) hours shall be calculated based on the employee's timecard.

(J) District Closure:

In the event the building in which the SLI works closes due to snow or other emergency, the days/hours will be rescheduled unless the district decides not to reschedule, or other unforeseeable situations arise that are out of the interpreters' control, the SLI will not be docked. Whenever possible, the district shall provide professional development activities for SLIs on days that are rescheduled due to snow or other emergencies.

(K) Late start:

In the event that a school district chooses to have a late start on a given day, the SLI will be paid their full daily rate provided that the late start date is considered a full day for students and does not alter the SLI's yearly workday total.

(L) Remote or eLearning instruction:

In the event that a classroom to which an SLI has been assigned to chooses to utilize remote or eLearning instruction, the SLI will be required to contact the classroom teacher and will make themselves available to the classroom teacher(s) for the entire day. If one hour has elapsed from the start of the day and the SLI is unable to contact the classroom teacher and/or provide interpreting services, he/she will contact Ralston schools for a new assignment for that day. If the SLI provides interpreting services via remote or eLearning instruction or fulfills the assignment provided by Ralston Schools, he/she will be paid their full day rate.

(M) Leave of Absence:

SLIs may submit to the human resource office a written request for a one-year leave of absence from the Ralston Public Schools. The leave of absence must coincide with the district's academic calendar and must be approved by the Superintendent. During the leave of absence, the employee will not earn a salary, nor will he or she be eligible for any benefits. Likewise, the employee will not be credited with a year of service for longevity purposes, nor will he/she be advanced on the salary schedule. A leave of absence shall not, however, constitute a break in service to the district.

Upon the employee's return to the district, he or she will return to his or her place on the district salary schedule and shall be credited with any unused benefits prior to his or her absence from the district.

(N) Separation:

Any SLI who voluntarily leaves the district may return within six months from their last day of employment provided the district has a vacancy for a sign language interpreter. SLIs who return to the district within six months will be reinstated with a salary and benefits package including longevity (years of service) at the same level he or she had prior to the break in service.

Any SLI wishing to return to the district after 6 months from their last day of employment shall forfeit all salary and benefits (including longevity) provided by the district prior to his/her break in service.

(O) Professional Development:

All SLIs are expected to meet the professional development requirements established by the Nebraska Department of Education, Rule 51. If necessary, SLIs may be asked to provide documentation of their professional development activities.

III. INSURANCE BENEFITS

(A) Term Life Insurance:

The Board will provide and pay for a $20,000 group term life insurance policy for each employee under the age of 70 years old. At age 70 the life insurance benefit will reduce to $13,000 and at age 75, the benefit reduces to $10,000. A SLI shall be permitted to purchase additional term insurance at his or her own expense as may be permitted by the terms of the insurance policy.

(B) Disability Income Insurance:

SLI's will pay premiums as a payroll deduction for participation in the group long-term disability program. The Board of Education will increase each SLI's compensation by an amount equal to the premium for disability insurance. SLI's will receive 66 2/3 percent short and long-term disability insurance coverage based on the employee's daily salary.

(C) Health and Accident Insurance:

The Board shall provide single health and accident insurance for each SLI; provided, however, that the Board reserves the right to select a different carrier than Educators Health Alliance (EHA), provided only that the coverage and benefits are comparable to those provided in said EHA and could only change at the beginning of a new contract year.

1. The board will provide each eligible SLI with EHA $1,050 Deductible PPO Group Health coverage, including individual PPO dental insurance coverage (100% A, 75% B with 50% C coverage) SLI's must work six (6) hours or more per day to be considered eligible. SLI's will pay 4% per month of the monthly premium. New SLI's are not covered by Health Insurance until September.
2. If hired after the start of the school year, coverage begins on the first day of the month following employment.
3. If the SLI works less than six (6) hours, he/she will pay a prorated portion of the premium.
4. A qualifying SLI may elect to receive $2,750 in lieu of individual coverage through the district PayFlex plan. The amount of the payment will be prorated for a part-time SLI who elects this option. Any qualifying SLI who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance that will be placed in the SLI's file.
5. SLI's have the option to purchase additional dental insurance at the employee's expense.
6. The board will be responsible for the processing of all health and accident insurance premiums and contributions to PayFlex accounts in such a manner that will not create a tax liability for SLI's.

IV. FRINGE BENEFITS

(A) Eye Examination:

The Board shall reimburse SLI's for the out-of-pocket cost of a comprehensive eye care exam or corrective lens' and frames beginning in the second year and every year thereafter of continuous employment up to a maximum amount of $50.00 per examination.

(B) Hearing Exam:

The Board shall reimburse SLI's for the out-of-pocket cost of a hearing exam beginning in the second year and every year thereafter of continuous employment up to a maximum amount of $50.00 per examination.

(C) Sick Leave:

Sick leave shall be awarded at the hourly equivalent of 7.5 hours per day, prorated to the SLI's FTE status. Each SLI will be awarded 10 days of paid sick leave per year (75 hours), which may be accumulated up to a total of 90 days (675 hours). After three consecutive days of absence due to an illness, the School District administration may require that the SLI submit a physician's written certification attesting to the SLI's sickness or disability. An SLI may take accumulated sick leave to care for the SLI's sick spouse, child (including stepchild), parent, mother-in-law, father-in-law or a person who resides in the SLI's home for whom the SLI is legally responsible (e.g., a foster child or a foreign exchange student.)

(D) Sick Leave Payments to a SLI Receiving Workers Compensation:

When a SLI who is unable to work because of a work-related injury receives Workers Compensation payments, the District shall pay the portion of the SLI's salary not covered by workers compensation until the employee has exhausted his or her sick leave. The SLI's sick leave will be reduced by the proportion of the SLI's salary paid by the district while the employee is on worker's compensation. Once an SLI begins to receive Worker's Compensation benefits, accumulation of sick leave, vacation time and personal leave all cease until the employee returns to work.

(E) Unused Sick Leave

Upon leaving the district, each SLI shall be paid 45 percent of his or her daily rate (less taxes and other required withholdings) up to a limit of 90 days (675 hours) for unused sick leave. A SLI will be eligible for this program after he/she has completed eight (8) consecutive, full years of employment. Part-time SLI's will be reimbursed at the average percentage rate of their employment.

(F) Personal Leave:

SLI's are eligible for 2 days (15 hours for SLIs who normally work 7.5 hours per day, 16 hours for SLIs who normally work 8 hours per day) of personal leave (personal business that cannot be scheduled outside of work time) also accrued by standard hours worked and may be used by the hour. SLI's are eligible to carry one personal day forward to the next year. At no time, may an SLI accumulate more than three days of personal leave during one contract year.

Personal leave requests that extend a school break period or would include the first or second week of school will require approval of the department supervisor. Leave requests may be denied if the number of SLI absences exceeds 15% of the entire interpreting staff for that day. Leave requests will be granted on a first come, first served manner.

(G) Holidays:

SLIs shall be granted a total of two paid holidays while employed by the district. The two paid holidays shall be Christmas and New Years Day.

(H) Bereavement Leave:

An SLI shall have paid leave for bereavement up to seven (7) days in the event of each death of the employee's spouse, child, stepchild, parent or stepparent. In the event of the death of one of the previously mentioned individuals, the seven (7) days of bereavement need not be taken consecutively. Up to five (5) days shall be granted in the event of each death of the employee's sister, brother, mother-in-law, father-in-law or grandchild: three (3) days in the event of each death of the employee's grandparent, grandparent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, or a person who resides in the employee's household for whose care the employee is legally responsible; one (1) day in the event of each death of the employee's aunt, uncle, or cousin. SLI's shall have one (1) day of paid leave (total) per contract year for persons not named above.

(I) Judicial Leave:

An SLI will have paid leave when subpoenaed to testify in a court proceeding under the following conditions:

1. The SLI is under compulsion of subpoena and the SLI is not a party to the proceeding.
2. The paid leave is limited to the time that the SLI is under compulsion of subpoena to remain at the proceeding (the SLI must return to work as soon as practicable upon being released from the subpoena); and
3. Any pay received less parking and allowance for lunch, shall be reimbursed to the district.

(J) Association Leave:

The SLI's fall within the Ralston Education Association, Association leave contract language.

(K) Payroll Deduction:

The Board will provide payroll deduction of dependent life insurance premiums, short and long-term disability premiums, and for other purposes agreed upon by the employee and the

District in writing. In addition, the Board reserves the right to perform payroll deductions that are court-ordered, regardless of approval by the employee.

(L) Grievance Procedure:

Definition: A grievance is an allegation by an SLI, group of SLI's or the Bargaining Unit that there has been a violation of an expressed provision of this contract, and/or of Ralston Board of Education Policies. The purpose of the grievance procedure shall be to secure, at the most immediate level, a solution to a problem regarding the interpretation of the negotiated contract or BOE policy, in order to ensure fair and equitable treatment of SLI's. Bargaining Unit Representation: A grievant has the right to have a SLI representative at each level of the grievance procedure. If a grievant chooses not to involve a Bargaining Unit representative, the Bargaining Unit may have a representative present at any meetings, appeals or other proceedings relating to a grievance which has been formally presented.

Withdrawal of a Grievance: A grievant may withdraw his or her grievance at any level of the procedure without fear of reprisal from any party. The Bargaining Unit may assume the grievance at the point it is discontinued by the individual.

Written Presentation: All grievances shall set forth in writing the facts giving rise to the grievance, the provision(s) of the contract alleged to have been violated, the name(s) of the grievant(s), and the remedy sought by the grievant(s). All grievances shall be signed and dated by the aggrieved SLI at each step of the grievance procedure. If a grievant withdraws the grievance and the Bargaining Unit pursues the grievance, a Bargaining Unit representative shall sign and date the grievance. All written answers submitted by the District shall be signed and dated by the appropriate District representative. The Bargaining Unit shall be notified in writing of any settlement. A settlement shall not be inconsistent with the terms of the negotiated contract or Board policy.

Grievance Meetings: All meetings conducted under this procedure in Steps 1 and 2 shall be limited to the parties (and their respective representatives) involved in the grievance.

Reprisals: No reprisals of any kind shall be taken against any SLI who utilizes this grievance procedure.

Informal Resolution: An SLI and the SLI's supervisor should try to resolve problems through free and informal communication. Nothing herein shall be construed as limiting the right of any SLI to discuss his or her grievance informally with his or her immediate supervisor and to have the grievance resolved informally.

Step 1 - Written Grievance to the Principal/Supervisor. Generally, a grievance will be filed with the grievant's immediate supervisor. However, the grievance shall be filed initially at the level at which the grieved action or event occurred. The grievant shall present the grievance to his or her principal/supervisor in writing within ten (10) contract days from the

date that the grievant knew or should have known of the incident giving rise to the grievance. A meeting between the principal/supervisor and grievant shall be held within seven (7) contract days of receipt of the written grievance. The principal/supervisor shall submit his or her determination in writing to the grievant within seven (7) contract days of the meeting.

Step 2 - Written Appeal to the Superintendent. If the determination of the principal/supervisor is not satisfactory to the grievant, the grievant or the Bargaining Unit may appeal it to the Superintendent. Said appeal shall be presented, in writing, to the office of the Superintendent within seven (7) contract days of receipt of the supervisor's determination. The Superintendent shall hold a meeting within seven (7) contract days of receiving the written appeal. The Superintendent or a designated representative shall make a written determination regarding the grievance within seven (7) contract days of the date of the meeting.

Step 3 - Appeal to the Board of Education. If the determination of the Superintendent is not satisfactory to the grievant, the grievant or the Bargaining Unit may appeal it to the Board within seven (7) contract days of receipt of the Superintendent's decision. The Board shall hear the grievance within thirty (30) days in open or closed session in accordance with the law . The Board shall issue a written decision to the grievant and Bargaining Unit within seven (7) contract days of the hearing.

Time Limitations: The time limitations are of the essence of the grievance procedure. If, at any time during the grievance process, it is discovered that the grievance was not filed or appealed in a timely manner, the grievance shall be dismissed. If the grievance is not appealed to step 2 in a timely manner, it shall be deemed to have been settled in accordance with the District's step 1 determination. If the grievance is not appealed to step 3 in a timely manner, it shall be deemed to have been settled in accordance with the District's step 2 determination. If the District fails to answer within the time limits set forth in this contract, the grievance shall automatically proceed to the next step.

V. MISCELLANEOUS

(A) Payment of Changed Compensation:

Payment of the increased compensation and fringe benefits premiums will become effective September 1st.

(B) Duration of Agreement:

This contract shall continue in effect until a successor contract is adopted. Vertical and horizontal placement and health insurance shall remain in effect until a successor contract is reached. At such time as a successor contract is reached, salary schedule placement, salary

adjustments and all other terms of the successor contract shall be retroactive to the beginning of the contract year covered by the successor contract.

(C) Severability:

In the event that any provision of this contract, or any party hereof, is for any reason found by a court of competent jurisdiction to be in violation of State or Federal Constitutions, statutes or regulations, or otherwise unenforceable, the remainder of this contract, and each other provision or party thereof, shall remain in full force and effect.

(D) Totality of Agreement and Management Rights:

The parties acknowledge that this contract represents all of the understandings and agreements arrived at through collective bargaining; and that it shall constitute the entire agreement between the parties for the life of the contract. Nothing herein shall preclude the parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this contract.

WITNESS our hands this ____ day of _____ 2022.

BOARD OF EDUCATION

_____
President
Ralston Board of Education

SIGN LANGUAGE INTERPRETERS

_____
Representative
Sign Language Interpreters –
Ralston Education Association

_____
Chief Negotiator
Sign Language Interpreters -
Ralston Education Association

Appendix A

Step	N/Q	4.0-4.49	4.0-4.49+AS	4.0-4.49+BS	4.5-5.0 (or NIC)	4.5-5.0+AS (or NIC)	4.5-5.0+BS (or NIC)
1	$21.54	$21.98	$21.98	$21.98	$22.53	$22.53	$22.53
2		$22.59	$22.59	$22.59	$23.15	$23.15	$23.15
3		$23.15	$23.15	$23.15	$23.73	$23.73	$23.73
4		$23.73	$23.73	$23.73	$24.32	$24.32	$24.32
5		$24.32	$24.32	$24.32	$24.94	$24.94	$24.94
6		$24.94	$24.94	$24.94	$25.57	$25.57	$25.57
7		$25.57	$25.57	$25.57	$26.22	$26.22	$26.22
8		$26.22	$26.22	$26.22	$26.89	$26.89	$26.89
9		$26.89	$26.89	$26.89	$27.58	$27.58	$27.58
10		$27.58	$27.58	$27.58	$28.29	$28.29	$28.29
11		$28.29	$28.29	$28.29	$29.02	$29.02	$29.02
12		$29.02	$29.02	$29.02	$29.77	$29.77	$29.77
13		$29.77	$29.77	$29.77	$30.55	$30.55	$30.55
14		$30.55	$30.55	$30.55	$31.36	$31.36	$31.36
15			$31.35	$31.35	$32.17	$32.17	$32.17
16			$32.16	$32.17		$33.02	$33.02
17				$33.02		$33.89	$33.89
18				$33.89			$34.78
19							$35.71

Appendix B

(Pre 2016 certification)

Step	3.5-3.99	3.5-3.99 +AS	3.5-3.99 +BS	4.0-4.49	4.0-4.49+AS	4.0-4.49 +BS	4.5-5.0 (or NIC)	4.5-5.0+AS (or NIC)	4.5-5.0+BS (or NIC)
1	$21.98	$21.98	$21.98	$21.99	$21.99	$21.99	$22.53	$22.53	$22.53
2	$22.04	$22.04	$22.04	$22.59	$22.59	$22.59	$23.15	$23.15	$23.15
3	$22.59	$22.59	$22.59	$23.15	$23.15	$23.15	$23.73	$23.73	$23.73
4	$23.15	$23.15	$23.15	$23.73	$23.73	$23.73	$24.32	$24.32	$24.32
5	$23.73	$23.73	$23.73	$24.32	$24.32	$24.32	$24.94	$24.94	$24.94
6	$24.32	$24.32	$24.32	$24.94	$24.94	$24.94	$25.57	$25.57	$25.57
7	$24.94	$24.94	$24.94	$25.57	$25.57	$25.57	$26.22	$26.22	$26.22
8	$25.57	$25.57	$25.57	$26.22	$26.22	$26.22	$26.89	$26.89	$26.89
9	$26.22	$26.22	$26.22	$26.89	$26.89	$26.89	$27.58	$27.58	$27.58
10	$26.89	$26.89	$26.89	$27.58	$27.58	$27.58	$28.29	$28.29	$28.29
11	$27.58	$27.58	$27.58	$28.29	$28.29	$28.29	$29.02	$29.02	$29.02
12	$28.29	$28.29	$28.29	$29.02	$29.02	$29.02	$29.77	$29.77	$29.77
13	$29.02	$29.02	$29.02	$29.77	$29.77	$29.77	$30.55	$30.55	$30.55
14		$29.77	$29.77	$30.55	$30.55	$30.55	$31.35	$31.35	$31.35
15		$30.55	$30.55		$31.35	$31.35	$32.17	$32.17	$32.17
16			$31.35		$32.17	$32.17		$33.02	$33.02
17			$32.17			$33.01		$33.89	$33.89
18						$33.87			$34.78
19									$35.71

This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification. This document should be adapted to the particular circumstances of the contemplated Project and the controlling Laws and Regulations.

EJCDC® E-500, Agreement between Owner and Engineer for Professional Services, is published in two parts: (1) this part, the E-500 Agreement form, and (2) the Exhibits to Agreement between Engineer and Subconsultant for Professional Services. This first part contains a Guidelines for Use section that pertains to both the Agreement form and the Exhibits.

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

Prepared by

EJCDC®
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

ACEC
AMERICAN COUNCIL OF ENGINEERING COMPANIES

ASCE
AMERICAN SOCIETY OF CIVIL ENGINEERS

NSPE®
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AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES

This is an Agreement between **Ralston Public Schools** (Owner) and **Lamp Rynearson, Inc.** (Engineer). Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as **Ralston High School, Baseball/Softball Field Improvements** (Project). Other terms used in this Agreement are defined in Article 7. Engineer's services under this Agreement are generally identified as **in Exhibit A, Engineer's Services**.

Owner and Engineer further agree as follows:

ARTICLE 1—SERVICES OF ENGINEER

1.01 Scope

A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

B. All phases of service will include Management of Engineering Services as shown in Exhibit A.

ARTICLE 2—OWNER'S RESPONSIBILITIES

2.01 Project Information

A. To the extent Owner has not already provided the following, or has new, additional, or revised information from that previously provided, Owner shall provide Engineer with information and data needed by Engineer in the performance of Basic and Additional Services, including Owner's:

1. design objectives and constraints;
2. space, capacity, and performance requirements;
3. flexibility and expandability needs;
4. design and construction standards;
5. budgetary limitations; and
6. any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.

B. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information as Additional Services. Such additional information or data may include the following:

1. Property descriptions.
2. Zoning, deed, and other land use restrictions.
3. Surveys, topographic mapping, and utility documentation.
4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.

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5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; appropriate professional interpretation of such information or data.

6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.

7. Data or consultations as required for the Project but not otherwise identified in this Agreement.

C. Owner shall examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.

D. Owner shall furnish to Engineer data as to Owner's anticipated costs for services to be provided to Owner by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) so that Engineer may assist Owner in collating the various cost categories that comprise Total Project Costs.

E. Owner shall advise Engineer if any invention, design, process, product, or device that Owner has requested, required, or recommended for inclusion in the Drawings or Specifications will be subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights.

F. Owner shall inform Engineer as to whether Engineer's assistance is requested with respect to Owner's evaluation of the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.

G. Owner shall inform Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.

2.02 Owner's Instructions Regarding Bidding/Proposal and Front-End Construction Contract Documents

A. Owner shall give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable) and Owner's construction contract practices and requirements, and furnish to Engineer (or give specific directions requesting Engineer to use copies already in Engineer's possession) the following:

1. Owner's standard contract forms, general conditions (if other than the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract), supplementary conditions, text, and related documents and content for Engineer to include in the draft Bidding/Proposal Documents, and in draft Front-End Construction Contract Documents;

2. insurance and bonding requirements;

3. protocols for electronic transmittals during bidding and construction;

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4. Owner's safety and security programs applicable to Contractor and other Constructors;

5. diversity and other social responsibility requirements;

6. bidding and contract requirements of funding, financing, or regulatory entities;

7. other specific conditions applicable to the procurement of construction or contract documents;

8. any other information necessary for Engineer to assist Owner in preparing its Bidding/Proposal Documents and Front-End Construction Contract Documents.

B. Owner shall have responsibility for the final content of (1) such Bidding/Proposal Documents, and (2) such Front-End Construction Contract Documents, other than content furnished by Engineer concerning the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters.

1. Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.

C. If there will be an advertisement soliciting bids for construction, Owner shall place and pay for such advertisement.

2.03 Owner-Furnished Services

A. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, Owner shall obtain, as required for the Project:

1. Accounting, bond and financial advisory services (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.

2. Legal services, including attorney review of proposed Construction Contract Documents, legal services required by Owner, legal services needed as a result of issues raised by Contractor, and Project-related legal services reasonably requested by Engineer.

3. Auditing services, including those needed by Owner to ascertain how or for what purpose Contractor has used money paid to it.

B. Owner shall provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Owner shall provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.

C. Owner shall acquire or arrange for acquisition of the Site(s) and any temporary or permanent rights of access, easements, or property rights needed for the Project.

D. With respect to the portions or phases of the Project designed or specified by Engineer, Owner shall provide, obtain, or arrange for:

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1. all required reviews, approvals, consents, and permits from governmental authorities having jurisdiction, and

2. such reviews, approvals, and consents from others as may be necessary for completion of each portion or phase of the Project.

E. Owner may delegate to Contractor or others the responsibilities set forth in Paragraphs 2.03.C and D.

2.04 Owner's General Responsibilities

A. Owner shall inform Engineer of the policies, procedures, and requirements of Owner that are applicable to Engineer's performance of services under this Agreement.

B. Owner shall provide Engineer with Owner's budget for the Project, including type and source of funding to be used, and will promptly inform Engineer if the budget or funding sources change.

C. Owner shall inform Engineer in writing of any safety or security programs that are applicable to the personnel of Engineer, its Subconsultants, and Engineer's Subcontractors, as they visit the Site or otherwise perform services under this Agreement.

D. Owner shall arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under this Agreement.

E. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance of its services.

F. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

G. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:

1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or

3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

H. Owner shall advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructability review.

I. If Owner designates a construction manager, site representative, or any individual or entity other than, or in addition to, Engineer to represent Owner at the Site, Owner shall define and set forth as an exhibit to this Agreement the duties, responsibilities, and limitations of

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authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.

J. Owner shall:

1. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job-related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.

2. Primarily communicate with Engineer's Subcontractors and Subconsultants through the Engineer.

a. Promptly inform Engineer of the substance of any communications between Owner and Engineer's Subcontractors or Subconsultants.

b. Refrain from directing the services of Engineer's Subcontractors or Subconsultants.

3. Authorize Engineer to provide Additional Services as set forth in Article 2 of Exhibit A of the Agreement, as required.

4. Perform or provide the following:

a. **None**

2.05 Payment

A. Owner shall pay Engineer as set forth in Article 4 and Exhibit J.

B. Engineer's compensation is summarized as follows; if there is a conflict between the following summary and the contents of Exhibit J, then Exhibit J will prevail.

Description of Service		**Amount**	**Basis of Compensation**
1.	Basic Services (Article 1 of Exhibit A)	$195,500	Lump Sum
2.	Resident Project Representative Services	$0	Included in #1
4.	Additional Services (Article 2 of Exhibit A)		

Based on a **[15]**-month continuous construction period.

1. Compensation items and totals based in whole or in part on Hourly Rates, Direct Labor, or Percentage of Construction Cost are estimates only.

2. Lump sum amounts incorporate Engineer's labor, overhead, profit, and Engineer's Subcontractor and Subconsultants' charges.

ARTICLE 3—SCHEDULE FOR RENDERING SERVICES

3.01 Commencement

A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 Time for Completion

A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit B, and are hereby agreed to be reasonable.

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B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, will be adjusted equitably.

D. If Engineer fails, for reasons within control of Engineer, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages to the extent, if any, resulting from such failure by Engineer.

ARTICLE 4—INVOICES AND PAYMENTS

4.01 Invoices

A. Preparation and Submittal of Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices, the progress reporting and special invoicing requirements (if any) in Exhibit A Paragraph 1.01.A, and the terms of Exhibit J. Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable ~~within 30 days of~~upon receipt.

4.02 Payments

A. Application to Interest and Principal: Payment will be credited first to any interest owed to Engineer and then to principal.

B. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so; may withhold only that portion so disputed; and must pay the undisputed portion, subject to the terms of Paragraph 4.01. After a disputed item has been resolved, Engineer shall include the agreed-upon amount on a new invoice.

C. Failure to Pay: If Owner fails to make any undisputed payment due Engineer within ~~30~~ 60 days after receipt of Engineer's invoice, then:

1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from ~~said~~ the thirtieth day after date of Engineer's invoice, and

2. Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid in full amounts due. Owner waives any and all claims against Engineer for any such suspension.

D. Sales or Use Taxes: If after the Effective Date any governmental entity takes an action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement will be in addition to the compensation to which Engineer is entitled under the terms of Exhibit J.

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ARTICLE 5—OPINIONS OF COST

5.01 Opinions of Probable Construction Cost

A. Engineer's opinions of probable Construction Cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate.

5.02 Opinions of Total Project Costs

A. The services, if any, of Engineer with respect to Total Project Costs will be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs.

ARTICLE 6—GENERAL CONSIDERATIONS

6.01 Standards of Performance

A. Standard of Care: The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.

B. Technical Accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.

C. Engineer's Subcontractors and Subconsultants: Engineer may retain such Engineer's Subcontractors and Subconsultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.

D. Reliance on Others: Subject to the standard of care set forth in Paragraph 6.01.A, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

E. Compliance with Laws and Regulations, and Policies and Procedures

1. Engineer and Owner shall comply with applicable Laws and Regulations.

2. Engineer shall comply with the policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in

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Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.

3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

    a. changes after the Effective Date to Laws and Regulations,

    b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures, and

    c. changes after the Effective Date to Owner-provided written policies or procedures.

F. General Conditions of Construction Contract: The general conditions for any Construction Contract Documents prepared hereunder are to be the current edition of EJCDC® C-700, Standard General Conditions of the Construction Contract with revisions by the Engineer, prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise. Copies of Engineer revised document are available for review by Owner.

G. Copies of Drawings and Specifications: If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one complete electronic copy of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations, and one complete printed copy, duly signed and sealed.

H. Engineer shall not be required to sign any document, no matter by whom requested, that would result in Engineer having to certify, guarantee, or warrant conditions whose existence Engineer cannot ascertain within the authorized scope of Engineer's services. Owner agrees not to make resolution of any dispute with Engineer or payment of any amount due to Engineer in any way contingent upon Engineer signing any such document.

I. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.

J. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work in accordance with the Construction Contract Documents.

K. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer.

L. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.

M. Engineer's services do not include providing legal advice or representation.

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N. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

O. While at the Site, Engineer, its Subconsultants, and Engineer's Subcontractors, and their employees and representatives will comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 Ownership and Use of Documents

A. All Documents are instruments of service, and Engineer owns the Documents, including all associated copyrights and the right of reuse at the discretion of the Engineer. Engineer shall continue to own the Documents and all associated rights whether or not the Project is completed.

1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project.

2. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations:

a. Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

b. any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Subconsultants;

c. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the Documents without written verification, completion, or adaptation by Engineer; and

d. such limited license to Owner shall not create any rights in third parties.

B. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

C. Engineer shall inform Owner if Engineer is aware of any invention, design, process, product, or device specified in the Drawings, Specifications, or other Documents that is subject to payment (whether by Owner or Contractor) of any license fee or royalty to others, as required by patent rights or copyrights. If Engineer's good-faith inclusion in the Drawings,

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Specifications, or other Documents of new, innovative, or non-standard technologies, for the benefit of Owner and the Project, results in third-party claims of infringement or violation of intellectual property rights, then Owner and Engineer shall share equally the costs of defending against, settling, or paying such claims.

D. Engineer will obtain Owner's consent, which will not be unreasonably withheld, prior to releasing any publicity, including news and press releases, promotional publications, award and prize competition submittals, and other advertising regarding the subject matter of this Agreement. Nothing herein will limit the Engineer's right to include information in statements of qualifications and proposals to others accurately describing its participation and participation of employees in the Project.

6.03 Electronic Transmittals

A. To the fullest extent practical, Owner and Engineer agree to transmit, and accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with Exhibit F, Electronic Documents Protocol (EDP).

1. Compliance with the EDP by Engineer shall be considered a Basic Service and no direct or separate compensation will be paid to Engineer for such compliance, unless provisions for separate compensation are expressly set forth in the EDP.

2. Engineer's costs directly attributable to changes in Engineer's Electronic Documents obligations, after the effective date of this Agreement, necessitated by revisions to Exhibit F, delayed adoption of Exhibit F, or implementation of other Electronic Documents protocols, will be compensated as Additional Services.

B. If this Agreement does not include Exhibit F or otherwise does not establish or include protocols for transmittal of Electronic Documents by Electronic Means, then Owner and Engineer may operate without specific protocols or may jointly develop such protocols at a later date.

C. Except as stated otherwise in Exhibit F (if included in this Agreement), when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents, or from those established in applicable protocols.

D. This Agreement (including the EDP) is not intended to create obligations for Owner or Engineer with respect to transmittals to or from third parties, except as expressly stated in the EDP.

6.04 Insurance

A. Engineer shall procure and maintain insurance as set forth in Exhibit G.

B. Additional Insureds: The Engineer's commercial general liability, automobile liability, and umbrella or excess liability policies, must:

1. include and list as additional insureds Owner, and any individuals or entities identified as additional insureds in Exhibit G;

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2. include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations); and

4. not seek contribution from insurance maintained by the additional insured.

C. Owner shall procure and maintain insurance as set forth in Exhibit G.

D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project, as per the requirements of paragraphs 6.03, 6.04 and 6.05 of the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC) C-700, 2018 Edition, with revisions by the Engineer and the Supplementary Conditions prepared by the Engineer. Owner shall require Contractor to cause Engineer, its Subconsultants, and Engineer's Subcontractors to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project. Owner shall give Engineer access to any certificates of insurance and copies of endorsements and policies obtained by Owner from Contractor.

E. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates must be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.

1. Upon request by Owner or any other insured, Engineer shall also furnish other evidence of such required insurance, including but not limited to copies of policies and endorsements, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subconsultants and Engineer's Subcontractors. In any documentation furnished under this provision, Engineer may redact (a) any confidential premium or pricing information and (b) any wording specific to projects or jurisdictions other than those applicable to this Agreement.

F. All construction contracts entered into by Owner with respect to the Project must require builder's risk or similar property insurance.

G. All policies of property insurance relating to the Project, including but not limited to any builder's risk or similar policy, must allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer, its Subconsultants, or Engineer's Subcontractors. Owner and Engineer waive all rights against each other, Contractor, Engineer's Subcontractors and Subconsultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any such builder's risk or similar policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

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H. All policies of insurance must contain a provision or endorsement that the coverage afforded will not be canceled, and that renewal will not be refused, until at least 10 days' prior written notice has been given to the primary insured. Upon receipt of such notice, the primary insured must promptly forward a copy of the notice to the other party to this Agreement and replace the coverage being cancelled or reduced to conform to the requirements of this Agreement.

I. At any time, Owner may request that Engineer, or Engineer's Subcontractors or Subconsultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require Engineer's Subcontractors or Subconsultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.05 Suspension and Termination

A. Suspension

1. By Owner: Owner may suspend Engineer's services for up to 90 days upon 7 days' written notice to Engineer.

2. By Engineer: Engineer may, after giving 7 days' written notice to Owner, suspend services under this Agreement:

a. if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraphs 4.02.B and 4.02.C;

b. in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.09.D; or

c. if persistent circumstances beyond the control of Engineer have prevented it from performing its obligations under this Agreement.

B. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.05.B.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30-day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 6.05.B.1, Engineer may terminate this Agreement for cause upon 7 days' written notice:

a. if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional;

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b. if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control; or

c. as the result of the presence at or adjacent to the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.09.E.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

C. Termination for Convenience: Owner may terminate this Agreement for convenience, effective upon Engineer's receipt of notice from Owner.

D. Extension of Effective Date of Termination: If Owner terminates the Agreement for cause or convenience, Owner may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files. Engineer shall be entitled to compensation for such tasks.

E. Payments Upon Termination: In the event of any termination under Paragraph 6.05, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.02.A.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the Documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Subcontractors or Subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit J.

6.06 Successors, Assigns, and Beneficiaries

A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.06.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, claims arising out of this Agreement or money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless

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specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

C. Unless expressly provided otherwise in this Agreement:

1. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

2. Nothing in this Agreement will be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.

3. Owner agrees that the substance of the provisions of this Paragraph 6.06.C will appear in the Construction Contract Documents.

6.07 Dispute Resolution

A. Unless otherwise required by Exhibit H, Owner and Engineer shall resolve all disputes in the following manner:

1. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice, prior to invoking mediation.

2. Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by a mediator approved by both Engineer and Owner and experienced in resolving disputes arising from the performance of engineering services. Owner and Engineer agree to participate in the mediation process in good faith. The process will be conducted on a confidential basis, and must be completed within 120 days.

3. If the parties fail to resolve a Dispute through negotiations under Paragraph 6.07.A.1 or mediation under Paragraph 6.07.A.2, then the parties may exercise their rights at law.~~:~~

~~a. either or both may invoke the applicable dispute resolution procedures of Exhibit H for final resolution of Disputes.~~

~~b. If Exhibit H is not included, or if no final dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.~~

6.08 Controlling Law; Venue

A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

B. Venue for any exercise of rights at law will be the state court having jurisdiction at the location of the Project; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the Project is located.

6.09 Environmental Condition of Site

A. Owner represents to Engineer that, as of the Effective Date, to the best of Owner's knowledge, no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.

B. Undisclosed Constituents of Concern: For purposes of this Paragraph 6.09, the presence at or adjacent to the Site of Constituents of Concern that were not disclosed to Engineer

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pursuant to Paragraph 6.09.A, in such quantities or circumstances that such Constituents of Concern may present a danger to persons or property exposed to them, will be referred to as "undisclosed" Constituents of Concern.

1. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of this Agreement or the Construction Contract, are not undisclosed Constituents of Concern.

2. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under this Agreement are not undisclosed Constituents of Concern.

3. Constituents of Concern that are to be located, identified, studied, removed, or remediated as part of the services under another professional services contract for Owner, or as part of the work under a construction or remediation contract, are not undisclosed Constituents of Concern if Engineer has been informed of the general scope of such contract.

C. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate authorities having jurisdiction if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

D. It is acknowledged by both parties that Engineer's scope of services does not include any services related to undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, or if encountered, uncovered, or revealed Constituents of Concern are present in substantially greater quantities or substantially different locations than disclosed or anticipated, or if investigative or remedial action, or other professional services, are necessary or required by applicable Laws and Regulations with respect to such Constituents of Concern, then Engineer may, at its option and without liability for direct, consequential, or any other damages, suspend performance of services on the portion of the Project adversely affected thereby until such portion of the Project is no longer so affected; and Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.

E. If the presence at the Site of undisclosed Constituents of Concern, or of Constituents of Concern in substantially greater quantities or in substantially different locations than disclosed or anticipated, adversely affects the performance of Engineer's services under this Agreement, then:

1. if the adverse effects do not preclude Engineer from completing its Project services in general accordance with this Agreement on unaffected or marginally affected portions of the Project, Engineer may accept an equitable adjustment in its compensation or in the time of completion, or both; and the Agreement will be amended to reflect changes necessitated by the presence of such Constituents of Concern; or

2. if the adverse effects are of such materiality to the overall performance of Engineer that it cannot complete its services without significant changes to the scope of services, time of completion, and compensation, then Engineer may terminate this Agreement for cause on 7 days' written notice.

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F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and will not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.10 Indemnification and Mutual Waiver

A. Indemnification by Engineer: To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."

~~A.~~B. Indemnification by Owner: Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations and to the extent, if any, required in Exhibit I, "Limitations of Liability."

~~B.~~C. Environmental Indemnification: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer, its Subconsultants, Engineer's Subcontractors, and their officers, directors, members, partners, agents, employees, and subconsultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorney's fees and expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that:

1. any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and

2. nothing in this paragraph obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

~~C.~~D. No Defense Obligation: The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.

~~D.~~E. Percentage Share of Negligence: To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, will not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.

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~~E.~~F. Mutual Waiver: To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes. Such excluded damages include but are not limited to loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; and cost of capital.

6.11 Records Retention

A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, or such other period as required by Laws and Regulations, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement, except those listed below. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

B. The following documents do not need to be maintained beyond the completion of the project: advertising materials, low bid and other bids, draft copies of subdivision agreements, staking reports, concrete and seeding tickets, submitted by the Contractor, and "bid" set(s) of plans.

6.12 Miscellaneous Provisions

A. Notices: Any notice required under this Agreement will be in writing, and delivered: in person (by commercial courier or otherwise); by registered or certified mail; or by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line. All such notices are effective upon the date of receipt.

B. Survival: Subject to applicable Laws and Regulations, all express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

C. Severability: Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Engineer.

D. No Waiver: A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Agreement.

E. Accrual of Claims: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement will be deemed to have accrued, and all statutory periods of limitation will commence, no later than the date of Substantial Completion; or, if Engineer's services do not include Construction Phase services, or the Project is not completed, then no later than the date of Owner's last payment to Engineer.

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ARTICLE 7—DEFINITIONS

7.01 Defined Terms

A. Wherever used in this Agreement (including the exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:

1. Addenda—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.

2. Additional Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 2 of Exhibit A of this Agreement.

3. Agreement—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.

4. Application for Payment—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.

5. Basic Services—The services to be performed for or furnished to Owner by Engineer in accordance with Article 1 of Exhibit A of this Agreement.

6. Bidding/Proposal Documents—Documents related to the selection of the Contractor, including advertisements or invitations to bid; requests for proposals; instructions to bidders or proposers, including any attachments such as lists of available Site-related documents; bid forms; bids; proposal forms; proposals; bidding requirements; and qualifications documents.

7. Change Order—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.

8. Change Proposal—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

9. Constituents of Concern—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

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10. Construction Contract—The entire and integrated written contract between Owner and Contractor concerning the Work.

11. Construction Contract Documents—Those items designated as "Contract Documents" in the Construction Contract, and which together comprise the Construction Contract. See also definition of "Front-End Construction Contract Documents" below.

12. Construction Contract Price—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.

13. Construction Contract Times—The number of days or the dates by which Contractor must: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.

14. Construction Cost—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner's costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.

15. Constructor—Any person or entity (not including the Engineer, its employees, agents, representatives, or Subconsultants, or Engineer's Subcontractors), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner's work forces, utility companies, other contractors, construction managers, design-builders, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

16. Contractor—The entity or individual with which Owner enters into a Construction Contract.

17. Documents—All documents expressly identified as deliverables in this Agreement, whether in printed or Electronic Document form, required by this Agreement to be provided or furnished by Engineer to Owner. Such specifically required deliverables may include, by way of example, Drawings, Specifications, data, reports, building information models, and civil integrated management models.

18. Drawings—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

19. Effective Date—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.

20. Electronic Document—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.

21. Electronic Means—Electronic mail (e-mail), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or

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communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Agreement. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

22. Engineer—The individual or entity named as such in this Agreement.

23. Engineer's Subcontractor—An individual, firm, vendor, or other entity having a contract with Engineer to furnish general services, equipment, or materials with respect to the Project as an independent contractor.

24. Field Order—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.

25. Front-End Construction Contract Documents—Those Construction Contract Documents whose primary purpose is to establish legal and contractual terms and conditions, typically including the Owner-Contractor agreement, bonds, general conditions, and supplementary conditions. The term excludes the Drawings and Specifications, and any Construction Contract Documents delivered or issued after the effective date of the Construction Contract.

26. Laws and Regulations; Laws or Regulations—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

27. Owner—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.

28. Project—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.

29. Record Drawings—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer and based, in part on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.

30. Resident Project Representative—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of the RPR.

31. Samples—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

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32. Shop Drawings—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.

33. Site—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

34. Specifications—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

35. Subconsultant—An individual, design firm, consultant, or other entity having a contract with Engineer to furnish professional services with respect to the Project as an independent contractor.

36. Subcontractor—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

37. Submittal—A written or graphic document, prepared by or for Contractor, which the Construction Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers' instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Construction Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Construction Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.

38. Substantial Completion—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

39. Supplier—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

40. Total Project Costs—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs,

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allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties and private utilities (including relocation if not part of Construction Cost), Owner's costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.

41. Underground Facilities—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.

42. Work—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

43. Work Change Directive—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

B. Terminology

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8—EXHIBITS AND SPECIAL PROVISIONS

8.01 Exhibits to Agreement

The following exhibits are incorporated by reference and included as part of this Agreement:

A. Exhibit A, Engineer's Services.

B. Exhibit B, Deliverables Schedule.

C. Exhibit C, Amendment to Owner-Engineer Agreement (form).

D. Exhibit D, ~~Duties, Responsibilities and Limitations of Authority of Resident Project Representative.~~ Not Used

E. Exhibit E, ~~EJCDC® C-626, Notice of Acceptability of Work (form).~~Not Used

F. Exhibit F, Electronic Documents Protocol (EDP).

G. Exhibit G, Insurance.

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H. Exhibit H, ~~Dispute Resolution~~. Not Used

I. Exhibit I, Limitations of Liability.

J. Exhibit J, Payments to Engineer for Services and Reimbursable Expenses.

8.02 Total Agreement

A. This Agreement (which includes the exhibits listed above) constitutes the entire contractual agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit C to this Agreement.

8.03 Designated Representatives

A. With the execution of this Agreement, Engineer and Owner shall each designate a specific individual to act as representative under this Agreement. Such an individual must have authority to transmit instructions, receive information, and render decisions with respect to this Agreement on behalf of the party that the individual represents.

8.04 Engineer's Certifications

A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:

1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the selection process or in the Agreement execution;

2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;

3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 Conflict of Interest

A. Nothing in this Agreement will be construed to create or impose any duty on the part of Engineer that would be in conflict with Engineer's paramount obligations to the public health, safety, and welfare under the professional practice requirements governing Engineer, its Subconsultants, and all licensed professionals employed by Engineer or its Subconsultants.

B. If during the term of this Agreement a potential or actual conflict of interest arises or is identified:

1. Engineer and Owner together will make reasonable, good faith efforts to avoid or eliminate the conflict of interest; to mitigate any adverse consequences of the conflict of interest; and, if necessary and feasible, to modify this Agreement to address the conflict of interest and its consequences, such that progress under the Agreement may continue.

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2. Such efforts will be governed by applicable Laws and Regulations and by any pertinent Owner's policies, procedures, and requirements (including any conflict of interest resolution methodologies) provided to Engineer under Paragraph 2.04.A of this Agreement.

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This Agreement's Effective Date is **June 17, 2022**.

Owner:	Engineer:
Ralston Public Schools	Lamp Rynearson, Inc.
(name of organization)	(name of organization)
By:	By:
(individual's signature)	(individual's signature)
Date:	Date: June 15, 2022
(date signed)	(date signed)
Name:	Name: Terry Atkins, P.E., LEED AP
(typed or printed)	(typed or printed)
Title:	Title: Chief Operating Officer
(typed or printed)	(typed or printed)
Attach evidence of authority to sign.	Attach evidence of authority to sign.
Attest:	Attest:
(individual's signature)	(individual's signature)
Title:	Title:
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
Ralston Public Schools	Lamp Rynearson, Inc.
8545 Park Drive	14710 W Dodge Road, Suite 100
Ralston, NE 68127	Omaha, Nebraska 68154
Designated Representative:	Designated Representative:
Name: Jason Buckingham	Name: Joe Zadina, P.E.
(typed or printed)	(typed or printed)
Title:	Title: Senior Project Manager
(typed or printed)	(typed or printed)
Address:	Address:
Ralston Public Schools	Lamp Rynearson, Inc.
8545 Park Drive	14710 W Dodge Road, Suite 100
Ralston, NE 68127	Omaha, Nebraska 68154
Phone:	Phone: 402-496-2498
Email: Jason_Buckingham@ralstonschools.org	Email: Joe.Zadina@LampRynearson.com

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EXHIBIT A
Engineer's Services

Engineer shall provide Basic and Additional Services as set forth below and in accordance with the schedule included at the end of this Exhibit A.

BASIC SERVICES

A. Survey

1. Complete a topographic survey in the area of proposed new construction to include the following information:
    a. Legal description.
    b. Monuments set and/or found.
    c. Measured and recorded distances.
    d. Vegetation including trees 6-inch in diameter and larger. Groupings of trees will be outlined.
    e. Location of utilities existing on or serving the surveyed property as determined by observed evidence and markings by utility companies and other appropriate sources.
    f. Type, size, depth, and direction of flow of storm and sanitary sewer on and within 25 feet of site as accurately as possible without entering manholes.
    g. Contour lines at 1-foot and 5-foot intervals.
    h. Spot elevations on paving edges, top of curb, and storm/sanitary manholes and inverts.
    i. All existing observed improvements including buildings, paving surfaces, parking stripes, fences, and retaining walls.
    j. Benchmarks utilized with vertical and horizontal datum note.
    k. Include construction record information on topographic survey. This information is to be provided by the CLIENT prior to delivery of survey.
    l. Review existing record drawings with the CLIENT to determine relevant information.
    m. Include as "Not Verified" information on topographic survey.

<u>Survey Assumptions</u>

1. The release or creation of new/proposed easements is not included in the scope of services.
2. The production of an ALTA survey is not included in the scope of services.

B. Site Design

1. Prepare final construction plans, including:
    a. Site Plan (Zoning Compliance Plan).
    b. Removals Plan.
    c. Grading and Stormwater Pollution Prevention Plan.
    d. Grading and Stormwater Pollution Prevention Details.
    e. Paving and Utilities Plan.
    f. Miscellaneous Site Details Plan.

2. Prepare a project specification manual.
3. Prepare engineer's estimate of probable costs for site work construction.
4. Attend two (2) site plan design coordination meetings during design of the project.

Site Design Assumptions

1. A geotechnical investigation will be prepared by Others and made available for Lamp Rynearson's use prior to final design.
2. A traffic impact study is not anticipated to be required. If determined to be required, it will be considered an additional service.
3. Public street improvements adjacent to the project site are not anticipated to be required. If determined to be required, design of the improvements will be considered an additional service.
4. Retaining walls are not anticipated to be required. If determined to be required, design of retaining walls will be considered an additional service.
5. Exterior stairs and/or accessible ramps are not anticipated to be required. If determined to be required, design of exterior stairs and/or accessible ramps will be considered an additional service.

C. Post Construction Stormwater Management Plan (PCSMP) Design

1. Review the local regulatory agency's PCSMP requirements for the proposed site, complete preliminary calculations, investigate alternatives, and review the associated costs with the CLIENT.
2. Attend one (1) coordination meeting with the local regulatory agency's Public Works department to discuss PCSMP options and to reach consensus on the proposed measures.
3. Complete the PCSMP drainage study.
4. Complete the final design of the required stormwater management systems and prepare the PCSMP.
5. Coordinate with the local regulatory agency's public works department and prepare final application materials for the PCSMP, maintenance agreement, and easement. Record the easement at the county register of deeds.

PCSMP Design Assumptions

1. We anticipate the local regulatory agency will apply "no net increase" requirements for storm runoff between pre- and post-development conditions; therefore, on-site stormwater runoff detention and/or retention will be required to control excess flows for the 2-, 10- and 100-year storm events.
2. A PCSMP will also be required to capture the first ½-inch of runoff from the site. The proper best management practices (BMPs) will be determined by the engineer in coordination with the architect and the CLIENT.
3. PCSMP installation observation and certification are covered in a separate section of this proposal. This work is required to comply with the terms of the PCSMP permit.

D. Bid Administration

1. Assist with advertising project for bids.
2. Administer contract bidding process.

3. Attend bid opening and prepare bid tabulations.
4. Review and evaluate bids with Ralston Public Schools.

E. Construction Administration

1. Provide recommendation to Ralston Public Schools' officials on award of construction contract, and attend one (1) Ralston Public Schools Board of Education meeting.
2. Attend one (1) pre-construction meeting at Ralston Public Schools.
3. Provide construction administration services, including contract administration, shop drawing review, and, as necessary, full-time construction observation.
4. Unless Lamp Rynearson specifically requests shop drawings be submitted for review, Lamp Rynearson will not accept, review or transmit any shop drawing submittals not specifically requested.
5. Following completion of the project, Lamp Rynearson will provide Ralston Public Schools the following:
    a. "As-built" hard copy and CD of AutoCAD 2017 drawings with all addenda and change orders posted on the drawings.
    b. Adobe PDF of specifications (project manual) with all addenda and change orders posted.
    c. Adobe PDF of all final/approved shop drawings and maintenance and operations manuals, if applicable.
    d. Hard copy and Adobe PDF of all original close-out documents (original warranty, lien waivers, consent to surety, etc.), if applicable.
    e. Two (2) hard copies of all maintenance and operations manuals, if applicable.

Construction Administration Assumption

Geotechnical testing is not included in the scope of services. Lamp Rynearson recommends the CLIENT retain a geotechnical engineer to perform any required on-site materials testing or construction observation.

F. Construction Staking

1. Perform construction staking for:
    a. Removals (one (1) trip).
    b. Rough grading (two (2) trips).
    c. Fine grading (two (2) trips).
    d. Paving hubs and lath (four (4) trips).
    e. Utilities (three (3) trips).

Construction Staking Assumption

Construction staking will be completed one (1) time in accordance with this proposal, but any re-staking required by the Contractor will be considered an additional service and will be deducted from the contract as specified in the contract documents.

G. Erosion Control Monitoring

1. Set up an erosion control project file with initial project information on the Papillion Creek

Watershed Partnership (PCWP) website.

2. Install erosion control sign(s) on-site per PCWP and federal requirements.
3. Monitor erosion control facilities during grading and construction of site improvements, in accordance with PCWP and NPDES grading permit requirements.
4. Complete reporting in accordance with PCWP and/or NPDES grading permit requirements.
5. Distribute monitoring reports to the CLIENT and contractor, noting any deficiencies which may need to be resolved.
6. Prepare application materials for the close-out of the PCWP and NPDES grading permits after the disturbed project site conditions meet applicable standards for closure (e.g. fully stabilized and established with permanent vegetation or impervious coverage).

H. General Assumptions

1. The project will be completed in accordance with the scope outlined above and assumes a "one-time design." Any modifications to the design concept after work has been completed will be considered additional services.
2. All meetings will be in the Omaha metropolitan area.
3. Fees for any applications, filings or permitting, fees required by governing agencies, or any other fees not specifically defined herein are not included in our fees and, if required, will be paid by the CLIENT.
4. Unless Lamp Rynearson specifically requests that shop drawings or other material information be submitted for review, Lamp Rynearson will not accept, review, or transmit any shop drawing or other submittals.

ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

A. If authorized in writing by Owner, Engineer shall furnish or obtain from others Additional Services of the types listed below.

1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.

2. Services to make measured drawings of or to investigate existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.

3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer or its design requirements including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.

~~4. Services resulting from Owner's request to evaluate additional Study Phase alternative solutions beyond those identified in Paragraph A1.01.A.4.~~

5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.

6. Providing renderings or models for Owner's use.

7. Undertaking investigations and studies including, but not limited to, detailed consideration of operations, maintenance, and overhead expenses; the preparation of financial feasibility and cash flow studies, rate schedules, and appraisals; assistance in obtaining financing for the Project; evaluating processes available for licensing, and assisting Owner in obtaining process licensing; detailed quantity surveys of materials, equipment, and labor; and audits or inventories required in connection with construction performed by Owner.

8. Furnishing services of Consultants for other than Basic Services.

9. Services during out-of-town travel required of Engineer other than for visits to the Site or Owner's office.

10. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructability review requested by Owner; and

performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other Bidding Documents as a result of such review processes.

11. Preparing additional Bidding Documents or Contract Documents for alternate bids or prices requested by Owner for the Work or a portion thereof.

12. Assistance in connection with Bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services.

13. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Section F, and any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.

14. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor.

15. Providing assistance in responding to the presence of any Constituent of Concern at the Site, in compliance with current Laws and Regulations.

16. Preparing Record Drawings showing appropriate record information based on Project annotated record documents received from Contractor, and furnishing such Record Drawings to Owner.

17. Preparation of operation and maintenance manuals.

18. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, or other dispute resolution process related to the Project.

19. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.

20. Assistance in connection with the adjusting of Project equipment and systems.

21. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.

22. Assistance to Owner in developing procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related record-keeping.

23. Overtime work requiring higher than regular rates.

24. . Other services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 Additional Services Not Requiring Owner's Written Authorization

B. Engineer shall advise Owner in advance that Engineer is will immediately commence to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer

need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice from Owner.

1. Services in connection with work change directives and change orders to reflect changes requested by Owner.

2. Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than “or-equal” items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.

3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.

4. Additional or extended services during construction made necessary by (1) emergencies or acts of God endangering the Work (advance notice not required), (2) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (3) Work damaged by fire or other cause during construction, (4) a significant amount of defective, neglected, or delayed work by Contractor, (5) acceleration of the progress schedule involving services beyond normal working hours, or (6) default by Contractor.

5. Services in connection with any partial utilization of any part of the Work by Owner prior to Substantial Completion.

6. Evaluating an unreasonable claim or an excessive number of claims submitted by Contractor or others in connection with the Work.

7. Services during the Construction Phase rendered after the original date for completion of the Work referred to in A1.05.B.

8. Reviewing a Shop Drawing more than three times, as a result of repeated inadequate submissions by Contractor.

While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, state, or local safety authorities for similar construction sites

EXHIBIT B—DELIVERABLES SCHEDULE

We are prepared to begin work on the project immediately upon receipt of a signed copy of this proposal. Site design will be completed in accordance with the schedule as agreed upon by the CLIENT and shall commence when the signed agreement is returned to Lamp Rynearson.

~~Paragraphs 2.04.E, 3.02.A, and Exhibit A of the Agreement are supplemented by the following paragraph and table.~~

~~Engineer shall furnish Documents to Owner as required in Column 2 of the following table (and as further described in Exhibit A), according to the schedule in Column 4. Owner shall comment or take other identified actions with respect to the Documents as indicated in Column 2 (and as further described in Exhibit A), according to the schedule in Column 4.~~

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AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **Ralston Public Schools**
Engineer: **Lamp Rynearson, Inc.**
Project: **Ralston High School, Baseball/Softball Field Improvements**
Effective Date of Owner-Engineer Agreement: **June 17, 2022**
Nature of Amendment: (Check those that apply)

- ☐ Additional Services to be performed by Engineer
- ☐ Modifications to services of Engineer
- ☐ Modifications to responsibilities of Owner
- ☐ Modifications of payment to Engineer
- ☐ Modifications to time(s) for rendering services
- ☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:

Original agreement amount:	$
Net change for prior amendments:	$
This amendment amount:	$
Adjusted Agreement amount:	$

Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
Ralston Public School	Lamp Rynearson, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
(Attach evidence of authority to sign.)	(Attach evidence of authority to sign.)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

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EXHIBIT F—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

ARTICLE 1—ELECTRONIC DOCUMENTS PROTOCOL (EDP)

Paragraph 6.03 of the Agreement is supplemented by the following Exhibit F Paragraph 1.01 and Exhibit F—Attachment 1: Software Requirements for Electronic Document Exchange:

1.1 Electronic Documents Protocol

A. Electronic Transmittals: The parties shall conform to the following provisions together referred to as the Electronic Documents Protocol ("EDP" or "Protocol") for exchange of electronic transmittals.

1. Basic Requirements

a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents by Electronic Means using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Agreement.

b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.

c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Agreement.

d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between the Owner and Engineer and any third party for any portion of the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with Owner, Engineer, or any Contractor or other entity directly contracted with the Owner to furnish Program-related services. Nothing herein will modify the requirements of the Agreement and applicable Construction Contract Documents regarding communications between and among the individual third parties and their respective subcontractors and consultants, except to the extent that any respective subcontractor or consultant exchanges Electronic Documents with the Owner or Engineer.

e. When transmitting Electronic Documents, the transmitting Party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving Party's use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.

f. Nothing herein negates any obligation (1) in the Agreement to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; (2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or

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(3) to comply with any notice requirements limiting or otherwise modifying the acceptance of Electronic Documents for such notice.

2. System Infrastructure for Electronic Document Exchange

   a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions ("System Infrastructure") at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP and any explicit system requirements specified by attachment to this EDP, it will be the obligation of each party to determine, for itself, its own System Infrastructure.

      1) The maximum size of an e-mail attachment for exchange of Electronic Documents under this EDP is **20** MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.

      2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.

   b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.

   c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it will not be liable to the other party for any breach of system security.

   d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties will cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Engineer, not reasonably anticipated under the original EDP, Engineer shall be entitled to compensation as Additional Services for its costs associated with the revisions to the EDP, delayed adoption of Exhibit L or implementation of other Electronic Documents protocols.

   e. Each party is responsible for its own back-up and archive of documents sent and received during the term of any Project contract/agreement under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the Parties may

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rely for document archiving during the specified term of operation of such project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of project documents, as each party deems necessary for its own purposes, after the term of contract, or termination of the project document archive, if one is established.

f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.

g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the Electronic Document or use an alternative delivery method to complete the communication.

h. The **Contractor** will operate a Project information management system (also referred to in this EDP as "Project Website") for use of Owner, Engineer, Contractors, during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the Parties as described in this paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:

1) Describe the period of time during which the Project Website will be operated and be available for reliance by the Parties.

2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website.

3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.).

4) Include any other Project Website attributes that may be pertinent to the use of the facility by Project-related parties and evaluation by those parties of the functionality and cost of such use.

5) ~~Operation of the Project Website by the Engineer shall be part of Engineer's Basic Services and compensation, including expenses associated with operation for a period of **[number]** days, is included in the Lump Sum fee detailed in Exhibit C.~~

B. Software Requirements for Electronic Document Exchange; Limitations

1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.

a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first

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notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.

2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.

3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in the following Attachment 1 to this EDP, including software version, if listed.

C. Format and Distribution of Deliverables

1. By definition, "Documents" as used in this Agreement are documents expressly identified as deliverables from Engineer to Owner. Exhibit A of the Agreement identifies various Documents that Engineer is required to deliver to Owner as part of Engineer's services; Exhibit B is a schedule of such Documents. Engineer will transmit such Documents to Owner in the formats identified in Attachment 1 to this Protocol. If no specific format is identified for a deliverable Document, the format will be Portable Document Format (PDF).

2. If a Document will be distributed to third parties, such as prospective bidders and contractors, reviewing agencies, or lenders, the transmittal format for distribution will be as identified in Attachment 1 to this Protocol; provided, however, that if a format for distribution of a specific Document is expressly stated in Exhibit A, then the Exhibit A format will take precedence. If no specific format is identified for distribution of a deliverable Document to third parties, the format will be Portable Document Format (PDF).

   a. If a format for Document distribution other than Portable Document Format (PDF) is specified, Owner shall first obtain a written, signed release from each third party to which the deliverable Document is distributed, establishing agreement to the following conditions:

      1) The content included in the Electronic Documents prepared by or for Engineer and covered by the request was prepared as an internal working document for Engineer's purposes solely, and is being provided to the third party on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, the third party is advised and acknowledges that the content may not be suitable for the third party's application, or may require substantial modification and independent verification by the third party. The content may include limited resolution of models; not-to-scale schematic representations and symbols; use of notes to convey design concepts in lieu of accurate graphics; approximations; graphical simplifications; undocumented intermediate revisions; and other devices that may affect subsequent reuse.

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2) Electronic Documents containing text, graphics, metadata, or other types of data that are provided to the Requesting Party are only for the convenience of the third party. Any conclusion or information obtained or derived from such data will be at the third party's sole risk and the third party waives any and all claims against Engineer or Owner arising from the use of the Electronic Documents covered by the request, or of any data contained in such Electronic Documents.

3) The third party shall indemnify and hold harmless Owner, Engineer, and Engineer's Subcontractors and Subconsultants, from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from the third party's use, adaptation, or distribution of any Electronic Documents provided under the request.

4) The third party agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the request and is limited to the third party's subcontractors and consultants. The third party warrants that subsequent use by the third party's subcontractors and subconsultants will comply with all terms of the Construction Contract Documents and any specific instructions or conditions established by Owner.

b. If Engineer is required to assist or participate in obtaining such releases from third parties, such services will be categorized as Additional Services.

D. Requests by Project-Related Parties for Electronic Documents in Other Formats

1. Owner may release (or direct Engineer to release) an Electronic Document version of a Document prepared by or for Engineer, including but not limited to a deliverable Document as set forth in Exhibit F Paragraph 1.01.C, in a format other than those identified in Exhibit F Paragraph 1.01.B or 1.01.C of the Electronic Documents Protocol, or elsewhere in the Agreement, only if (a) a Contractor or other Project-related party (Requesting Party) makes a good faith request for such release, (b) Owner determines in its sole discretion that such release is prudent and will be beneficial to the Project, and (c) Owner obtains Requesting Party's written consent to the four conditions set forth in Exhibit F Paragraph 1.01.C.2.a.1-4 above.

2. Any services by Engineer in connection with Owner or Engineer providing a Document to a Requesting Party under this Exhibit F Paragraph 1.01.D are Additional Services. Such services may include but are not limited to preparing the data in a manner deemed appropriate by Engineer. Owner may require reimbursement from the Requesting Party for the cost of such Additional Services, but compensation by Owner to Engineer for the Additional Services is not contingent upon Owner obtaining reimbursement from the Requesting Party.

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EXHIBIT F—ATTACHMENT 1: SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices, and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas; meeting minutes; RFI's and Responses to RFI's; and Construction Contract administrative forms.	Email w/Attach	PDF	(2)
a.3	Contractor's Submittals (Shop Drawings, "Or Equal" requests, Substitute requests, documentation accompanying Sample submittals and other Submittals) to Owner and Engineer; and, Owner's and Engineer's Responses to Contractor's Submittals, Shop Drawings, Correspondence, and Applications for Payment	Email w/Attach	PDF	
a.4	Correspondence; Interim and Final Versions of reports, layouts, Specifications, Drawings, maps, calculations and spreadsheets, Construction Contract, Bidding/Proposal Documents, and Front-End Construction Contract Documents.	Email w/ Attach or LFE	PDF	(3)
a.5	Layouts, plans, maps, and Drawings to be submitted to Owner by Engineer for future use and modification	Email w/ Attach or LFE	DWG	
a.6	Correspondence, reports, and specifications to be submitted by Engineer to Owner for future word processing use and modification	Email w/ Attach or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner by Engineer for future data processing use and modification	Email w/ Attach or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification	Email w/ Attach or LFE	DB	

Notes	
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of the Agreement and Construction Contract.
(2)	Transmittal of written notices is governed by requirements of the Agreement and Construction Contract.
(3)	Transmittal of Bidding/Proposal Documents and Front-End Construction Contract Documents will be in manner selected by Owner in Exhibit A, Paragraph 1.05.A.1.a. Unless otherwise expressly stated, these documents and the Construction Contract will be transmitted in PDF format, including transmittals to bidders and Contractor.
Key	
EMAIL	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies.
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive.)
PDF	Portable Document Format readable by Adobe® Acrobat Reader Version **10** or later.
DWG	Autodesk® AutoCAD. dwg format Version **13**.
DOC	Microsoft® Word. docx format Version **2016**.
EXC	Microsoft® Excel .xlsx or .xml
DB	Microsoft® Access .mdb

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EXHIBIT G—INSURANCE

ARTICLE 2—INSURANCE

Paragraph 6.04 of the Agreement, Insurance, is supplemented to include the following Exhibit G Paragraphs 1.01 and 1.02:

2.1 Insurance Policies and Limits

A. In accordance with Paragraph 6.04.A of the Agreement, the insurance that Engineer must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$100,000
Each employee	$100,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Professional Liability	
Each Claim	$1,000,000
Annual Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance	
Each Claim	$1,000,000
General Aggregate	$1,000,000
Other Insurance [Specify]	
Each Claim	N.A.
General Aggregate	N.A.

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B. In accordance with Paragraph 6.04.C of the Agreement, the insurance that Owner must procure and maintain, and the policy limits of such insurance, are as follows:

Coverage	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Employer's Liability	
Each accident	$100,000
Each employee	$100,000
Policy limit	$500,000
Commercial General Liability	
General Aggregate	$2,000,000
Personal and Advertising Injury	$1,000,000
Bodily Injury and Property Damage—Each Occurrence	$1,000,000
Automobile Liability	
Bodily Injury	
Each Person	N.A.
Each Accident	N.A.
Property Damage	
Each Accident	N.A.
Or	
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	$1,000,000
Excess or Umbrella Liability	
Each Occurrence	$1,000,000
General Aggregate	$1,000,000
Unmanned Aerial Vehicle Liability Insurance (if applicable)	
Each Claim	$1,000,000
General Aggregate	$1,000,000
Other Insurance [Specify]	
Each Claim	N.A.
General Aggregate	N.A.

2.2 Additional Insureds

A. Owner shall cause Engineer, its Subconsultants, and its Engineer's Subcontractors to be listed as additional insureds on any of Owner's general liability policies that are applicable to the Project. The following individuals or entities are to be listed on Owner's general liability policies of insurance (and on Contractor's policies required under Paragraph 6.04.D of the Agreement) as additional insureds:

Name of Additional Insured	Address
Lamp Rynearson, Inc.	**14710 W Dodge Rd, Ste 100, Omaha, NE 68154**
Alvine Engineering	**1201 Cass Street, Omaha, NE 68102**
BCDM Architects	**1015 N 98th Street, Suite 300, Omaha, NE 68114**
Thiele Geotech, Inc.	**13478 Chandler Road, Omaha, NE 68138**
Ralston Public Schools	**8545 Park Drive, Ralston, NE 68127**

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B. During the term of this Agreement the Engineer shall notify Owner of any other Subconsultant or Engineer's Subcontractor to be listed as an additional insured on Owner's and applicable Contractor's general liability policies of insurance.

C. The Owner must be listed on Engineer's general liability policy as provided in Paragraph 6.04.B.

D. For applicable Contractor's general liability policies of insurance, the additional insured endorsements will include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.

E. For applicable Contractor's general liability policies of insurance, Contractor shall provide ISO Endorsement CG 20 32 07 04, "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent for Engineer, Subconsultants, and other design professional additional insureds.

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EXHIBIT I—LIMITATIONS OF LIABILITY

ARTICLE 3—LIMITATIONS OF LIABILITY

Paragraph 6.10 of the Agreement is supplemented to include Exhibit I Paragraph(s) **1.01, Mutual Indemnification; and 1.02, Limitation of Engineer's Liability**:

3.1 Mutual Indemnification

A. Indemnification by Owner: To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

3.2 Limitation of Engineer's Liability

A. Engineer's Liability Limited to Stated Amount, or Amount of Engineer's Compensation: To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's Subcontractors, officers, directors, members, partners, agents, employees, and Subconsultants, to Owner and anyone claiming by, through, or under Owner for any and all injuries, claims, losses, expenses, costs, or damages whatsoever (including but not limited to direct, indirect, special, incidental, punitive, exemplary, or consequential damages) arising out of, resulting from, or in any way related to the Project, to Engineer's or its Subconsultants' or Engineer's Subcontractor's services, or to this Agreement, from any cause or causes whatsoever, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied, of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Subconsultants, or Engineer's Subcontractors, will not exceed the total amount of $**200,000** or the total compensation received by Engineer under this Agreement, whichever is greater. Higher limits are available for an additional fee.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

ARTICLE 4—COMPENSATION PACKET BC-1: BASIC SERVICES—LUMP SUM

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 1.01:

4.1 Compensation for Basic Services (~~other than~~ **including** Resident Project Representative)—Lump Sum Method of Payment

A. Owner shall pay Engineer for Basic Services set forth in Exhibit A (~~except for~~ **including** Resident Project Representative services, if any) as follows:

1. A Lump Sum amount of $**195,500** based on the following estimated distribution of compensation:

a.	Survey	$6,000
b.	Site Plan Design	$65,000
c.	Post Construction Stormwater Management Plan (PCSMP) Design	$6,000
d.	Bid Administration	$4,000
e.	Site Plan Construction Administration	$90,000
f.	Construction Staking	$12,000

2. **We propose to bill a monthly lump sum for erosion control monitoring services. This fee is based on a minimum of seventeen (17) months of grading and construction of site improvements, erosion stabilization, and establishment of permanent vegetation on the site. A separate stipulated lump sum will be billed for permit close-out.**

a.	**Erosion Control Monitoring (ECM) Monthly Fee**	**$700**
b.	**Permit Close-Out**	**$600**
	Subtotal ECM (17 x Monthly Fee + Permit)	**$12,500**

3. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but compensation will not exceed the total Lump Sum amount unless approved in writing by the Owner.

4. The Lump Sum includes compensation for Engineer's services and services of Engineer's Subcontractors and Subconsultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, and expenses (other than any expressly allowed Reimbursable Expenses).

5. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (see Appendix 1 for rates or charges): **None**.

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6. The portion of the Lump Sum amount billed for Engineer's services will be based upon Engineer's estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

B. Period of Service: The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding **15** months. If such period of service is extended, the compensation amount for Engineer's services will be appropriately adjusted.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

ARTICLE 5—COMPENSATION PACKET AS-1: ADDITIONAL SERVICES—STANDARD HOURLY RATES

Article 2 of the Agreement is supplemented to include the following Exhibit J Paragraph 3.01:

5.1 Compensation for Additional Services—Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Additional Services, if any, as follows:

1. For services of Engineer's personnel engaged directly on the Project pursuant to Exhibit A Paragraph 2.01 or 2.02, except for services as a consultant or witness under Exhibit A Paragraph 2.02.A.28 (which if needed will be separately negotiated based on the nature of the required consultation or testimony), an amount equal to the cumulative hours charged by each class of Engineer's personnel providing such Additional Services times Standard Hourly Rates for each applicable billing class, plus Additional Services-related Reimbursable Expenses and Additional Services-related Engineer's Subcontractors' and Subconsultants' charges, if any.

B. Compensation for Reimbursable Expenses

1. For those Reimbursable Expenses that are directly related to the provision of Additional Services, and are not already accounted for in the compensation for Basic Services or RPR-related services, Owner shall reimburse Engineer, using the rates set forth in Appendix 1 to this Exhibit J when applicable.

2. Such Reimbursable Expenses include, to the extent Additional Services-related, the expenses identified in Appendix 1 and the following categories: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.

3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be the Additional Services-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such Additional Services, the latter multiplied by a factor of **1.15**.

C. Other Provisions Concerning Payment for Additional Services

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Subcontractors and Subconsultants, such compensation will be the amounts billed by Engineer's Subcontractors and Subconsultants to Engineer times a factor of **1.15**.

2. Factors: The external Reimbursable Expenses and Engineer's Subcontractors' and Subconsultants' factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.

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3. The Standard Hourly Rates and the Reimbursable Expenses Schedule will be adjusted annually (as of **April 1st**) to reflect equitable changes in the compensation payable to Engineer for Additional Services-related services and expenses.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner at cost.

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EXHIBIT J—PAYMENTS TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

APPENDIX 1: REIMBURSABLE EXPENSES SCHEDULE

Reimbursable Expenses are subject to review and adjustment per Exhibit J. Rates and charges for Reimbursable Expenses as of the date of the Agreement are:

LAMP RYNEARSON, INC.
MISCELLANEOUS CHARGES
March 27, 2022 – April 1, 2023

A. SUBSISTENCE:
Subsistence for employees away from headquarters shall be chargeable in accordance with the per diem schedule of the U.S. General Services Administration available at www.gsa.gov.

B. TRAVEL COSTS
Automobile mileage shall be charged at the maximum IRS employee reimbursable rate per mile plus 15% to cover general overhead and administration. Travel costs, such as airfare, hotel and rental cars, shall be chargeable at actual cost plus 15% to cover general overhead and administration.

C. FIELD SUPPLIES:
Field supplies are not billed separately. They are covered in the labor billing rate charged to a project. There may be exceptions to this, but they would be specified in any bid or contract for the project. These exceptions would be chargeable at actual cost plus 15 percent to cover general overhead and administration.

D. REPRODUCTIONS AND PLOTS:
All reproduction and plotting work generated internally by Lamp Rynearson, Inc., shall be charged at the rates shown below. All outside photographic and direct-process reproduction costs advanced by Lamp Rynearson, Inc., in connection with the rendering of services shall be charged at actual cost plus 15 percent to cover general overhead and administration.

Plots (Color)	$2.50/SF (bond)	$6.00/SF (mylar)	$6.00/SF (photo paper)
Plots (B&W)	$0.15/SF (bond)	$1.10/SF (mylar)	

E. EQUIPMENT:
The following items of special equipment, when used by Lamp Rynearson, Inc., shall be charged at the following rates:

4X4 ATV	$	25.00	/Hour	
Sonar	$	100.00	/Hour	
Boat	$	35.00	/Hour	(4 Hour Minimum)
Total Station	$	40.00	/Hour	
GPS Rover	$	40.00	/Hour	
GPS Rover with Base	$	50.00	/Hour	
Drone - DJI Phantom 4	$	1,000.00	/Day	(1/2 Day Minimum)

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Drone - Wingtra	$ 1,000.00	/Day	(1 Day Minimum)
Drone – DJI M300	$ 1,000.00	/Day	(1 Day Minimum)
Handheld Scanner-Zeb-REVO	$ 250.00	/Hour	
Terrestrial Scanner Tx8	$ 300.00	/Hour	

All of the above rates are exclusive of operator.

F. FILING FEES AND OTHER COSTS ADVANCED:

All filing or permit fees and other similar outside costs which are advanced or paid by Lamp Rynearson, Inc., shall be chargeable at actual cost plus 15 percent to cover general overhead and administration.

Periodically, this schedule may be revised and updated by Lamp Rynearson's, Inc., who reserves the right to substitute the new miscellaneous charges schedule upon 30 days' notice.

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A. Standard Hourly Rates

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit J and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.

2. The Standard Hourly Rates apply only as specified in Exhibit J.

B. Schedule: Hourly rates for services performed on or after the date of the Agreement are:

Lamp Rynearson, Inc.
Hourly Rate Schedule
March 27, 2022 - April 1, 2023

Category	Category Description	Billing Rates	
	CORPORATE LEADERS		**HOURLY RATE**
400	CEO/CFO/COO	$	342.00
	OFFICE LEADER		**HOURLY RATE**
305	Office Leader I	$	235.00
306	Office Leader II	$	268.00
307	Office Leader II	$	304.00
	GROUP LEADERS		**HOURLY RATE**
225	Group Leader I	$	169.00
226	Group Leader II	$	187.00
227	Group Leader III	$	206.00
228	Group Leader Senior I	$	231.00
229	Group Leader Senior II	$	243.00
230	Group Leader Senior III	$	261.00
240	Group Leader Senior IV	$	279.00
	PRACTICE LEAD		**HOURLY RATE**
276	Practice Lead I	$	161.00
277	Practice Lead II	$	194.00
278	Practice Lead III	$	236.00
279	Practice Lead IV	$	268.00
	PROJECT MANAGERS		**HOURLY RATE**
123	Project Manager I	$	141.00
124	Project Manager II	$	150.00
125	Project Manager III	$	159.00
271	Project Manager IV	$	170.00
272	Project Manager V	$	182.00
273	Project Manager VI	$	195.00
274	Project Manager VII	$	208.00

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275	Project Manager VIII	$	223.00
126	Project Manager Senior I	$	159.00
127	Project Manager Senior II	$	171.00
128	Project Manager Senior III	$	182.00
129	Project Manager Senior IV	$	195.00
130	Project Manager Senior V	$	208.00
241	Project Manager Senior VI	$	223.00
261	Project Manager Senior VII	$	257.00
	TECHNICAL EXPERTS		**HOURLY RATE**
282	Technical Expert I	$	185.00
283	Technical Expert II	$	226.00
284	Technical Expert III	$	266.00
285	Technical Expert IV	$	302.00
	PROJECT ENGINEERS		**HOURLY RATE**
115	Project Engineer I	$	103.00
116	Project Engineer II	$	112.00
117	Project Engineer III	$	123.00
118	Project Engineer IV	$	133.00
234	Project Engineer V	$	144.00
119	Project Engineer Senior I	$	133.00
120	Project Engineer Senior II	$	148.00
121	Project Engineer Senior III	$	175.00
122	Project Engineer Senior IV	$	185.00
242	Project Engineer Senior V	$	206.00
243	Project Engineer Senior VI	$	227.00
260	Project Engineer Senior VII	$	249.00
	PROJECT ARCHITECT		**HOURLY RATE**
288	Project Architect I	$	127.00
	ENGINEERING INTERNS		**HOURLY RATE**
105	Engineering Intern I	$	65.00
106	Engineering Intern II	$	77.00
	LAND PLANNERS/LANDSCAPE ARCHITECTS		**HOURLY RATE**
311	Land Planner I	$	101.00
312	Land Planner II	$	113.00
313	Land Planner III	$	126.00
290	Land Planner Senior II	$	153.00
262	Landscape Architect Intern	$	59.00
207	Landscape Architect I	$	97.00
208	Landscape Architect II	$	105.00
209	Landscape Architect III	$	116.00
210	Landscape Architect IV	$	127.00
211	Landscape Architect Senior I	$	136.00
212	Landscape Architect Senior II	$	149.00

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213	Landscape Architect Senior III	$	169.00
214	Landscape Architect Senior IV	$	189.00
215	Landscape Architect Senior V	$	208.00
265	Landscape Architect Senior VI	$	228.00
	WETLANDS SPECIALIST		**HOURLY RATE**
302	Wetland Specialist I	$	91.00
303	Wetland Specialist II	$	99.00
304	Wetland Specialist III	$	108.00
	GIS		**HOURLY RATE**
198	G.I.S. Intern I	$	55.00
199	G.I.S. Intern II	$	64.00
200	G.I.S. Technician	$	74.00
201	G.I.S. Specialist I	$	84.00
202	G.I.S. Specialist II	$	94.00
245	G.I.S. Specialist III	$	104.00
203	G.I.S. Specialist Senior I	$	103.00
204	G.I.S. Specialist Senior II	$	112.00
205	G.I.S. Specialist Senior III	$	121.00
206	G.I.S. Manager	$	166.00
	3D SERVICES		**HOURLY RATE**
216	3D Application Specialist I	$	109.00
217	3D Application Specialist II	$	120.00
218	3D Application Specialist III	$	133.00
219	3D Application Specialist Senior I	$	139.00
293	3D Technician I	$	98.00
294	3D Technician II	$	107.00
295	3D Technician III	$	115.00
	PROJECT DESIGNERS AND ADMINISTRATORS		**HOURLY RATE**
107	Project Designer I	$	81.00
108	Project Designer II	$	95.00
109	Project Designer III	$	104.00
110	Project Designer IV	$	113.00
231	Project Designer Senior I	$	126.00
232	Project Designer Senior II	$	141.00
233	Project Designer Senior III	$	157.00
111	Project Administrator I	$	77.00
112	Project Administrator II	$	88.00
113	Project Administrator III	$	99.00
114	Project Administrator IV	$	109.00
	ENGINEERING/CAD TECHNICIANS		**HOURLY RATE**
131	Engineering Technician I	$	75.00
132	Engineering Technician II	$	85.00
133	Engineering Technician III	$	94.00
134	Engineering Technician IV	$	104.00

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135	Engineering Technician Senior I	$	96.00
136	Engineering Technician Senior II	$	104.00
137	Engineering Technician Senior III	$	112.00
138	Engineering Technician Senior IV	$	119.00
139	CAD Manager	$	158.00
	CONSTRUCTION ENGINEERS		**HOURLY RATE**
189	Construction Engineer I	$	92.00
190	Construction Engineer II	$	104.00
191	Construction Engineer III	$	112.00
192	Construction Engineer IV	$	122.00
194	Construction Engineer Senior I	$	129.00
195	Construction Engineer Senior II	$	142.00
196	Construction Engineer Senior III	$	160.00
197	Construction Engineer Senior IV	$	179.00
221	Construction Engineer Senior V	$	199.00
246	Construction Engineer Senior VI	$	220.00
286	Construction Engineering Lead I	$	195.00
287	Construction Engineering Lead II	$	208.00
	STORMWATER TECHNICIANS		**HOURLY RATE**
252	Stormwater Technician I	$	75.00
253	Stormwater Technician II	$	84.00
254	Stormwater Technician III	$	94.00
255	Stormwater Technician IV	$	103.00
256	Stormwater Technician Senior I	$	94.00
257	Stormwater Technician Senior II	$	103.00
258	Stormwater Technician Senior III	$	111.00
259	Stormwater Technician Senior IV	$	120.00
	CONSTRUCTION OBSERVERS		**HOURLY RATE**
181	Observer I	$	58.00
182	Observer II	$	70.00
183	Observer III	$	86.00
184	Observer IV	$	93.00
185	Observer V	$	104.00
	CONSTRUCTION COORDINATORS		**HOURLY RATE**
186	Construction Coordinator I	$	77.00
187	Construction Coordinator II	$	89.00
188	Construction Coordinator III	$	101.00
300	Construction Coordinator IV	$	111.00
301	Construction Coordinator V	$	122.00
	LAND SURVEYORS		**HOURLY RATE**
167	Land Surveyor I	$	118.00
168	Land Surveyor II	$	133.00
169	Land Surveyor III	$	151.00
170	Land Surveyor Senior I	$	170.00

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171	Land Surveyor Senior II	$	191.00
172	Survey Project Manager I	$	99.00
173	Survey Project Manager II	$	117.00
174	Survey Project Manager III	$	135.00
175	Survey Project Manager Senior I	$	155.00
176	Survey Project Manager Senior II	$	173.00
222	Survey Project Manager Senior III	$	184.00
	SURVEY OFFICE/CAD TECHNICIANS		**HOURLY RATE**
177	Survey Technician I	$	81.00
178	Survey Technician II	$	89.00
179	Survey Technician Senior I	$	93.00
180	Survey Technician Senior II	$	101.00
248	Survey Technician Senior III	$	109.00
	PARTY CHIEFS		**HOURLY RATE**
164	Party Chief I	$	91.00
165	Party Chief II	$	102.00
166	Party Chief III	$	113.00
	SURVEY FIELD CREW		**HOURLY RATE**
160	Field Technician Apprentice I	$	50.00
247	Field Technician Apprentice II	$	61.00
161	Field Technician I	$	74.00
162	Field Technician II	$	81.00
163	Field Technician III	$	91.00
	OFFICE		**HOURLY RATE**
280	Accountant I	$	92.00
154	Accounting Assistant I	$	61.00
155	Accounting Assistant II	$	71.00
156	Accounting Assistant III	$	82.00
236	Administrative Intern	$	43.00
140	Administrative Assistant I	$	54.00
141	Administrative Assistant II	$	65.00
142	Administrative Assistant Senior I	$	75.00
235	Administrative Assistant Senior II	$	86.00
143	Administrative Coordinator	$	86.00
281	Billing Specialist I	$	83.00
220	Client Development Manager I	$	114.00
223	Client Development Manager II	$	134.00
224	Client Development Manager III	$	155.00
263	Client Development Manager IV	$	176.00
264	Client Development Manager V	$	202.00
159	Client Development Director	$	188.00
266	Client Manager I	$	122.00
267	Client Manager II	$	137.00
268	Client Manager III	$	152.00

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157	Controller	$	200.00
289	Corporate Communication Lead	$	115.00
310	Digital Media Coordinator I	$	100.00
153	Graphic Designer I	$	85.00
250	Graphic Designer II	$	96.00
237	HR Assistant I	$	63.00
238	HR Coordinator Senior I	$	92.00
158	HR Manager	$	164.00
291	Information Systems Engineer	$	161.00
292	IT Systems Administrator	$	91.00
147	IT Applications Manager	$	144.00
148	IT Manager	$	180.00
144	IT Intern I	$	52.00
145	IT Technician I	$	63.00
146	IT Technician II	$	75.00
149	Marketing Assistant I	$	54.00
150	Marketing Assistant II	$	67.00
151	Marketing Coordinator I	$	81.00
152	Marketing Coordinator II	$	94.00
309	Marketing Coordinator Senior I	$	101.00
239	Office Services Manager	$	112.00
251	Organizational Development Specialist	$	103.00
269	Organizational Development Lead	$	119.00
296	Recruiter	$	135.00

These charges include full compensation for payroll costs, general overhead, administration and anticipated profit on labor. Charges for items other than labor which are applicable to the project are listed on Schedule #2.

Personnel usually perform duties related to their classification; however, in the interest of efficiency, personnel with diversified experience may perform several types of work; in all cases, charges will be made according to payroll classification and not according to the type of work performed.

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Elementary Family and Student Handbook Updates - 2022-2023

The following is a summary of changes made to the Elementary Family and Student Handbook for the 2022-2023 school year.

Page 1 & 2 - Cover Pages
- Updated dates and titles

Page 5 - RPS Purpose Statement
- Added words *and inclusion* to be consistent with district communication

Page 10 - Elementary Fees
- Updated the fee costs as approrpiate

Pages 12 & 13 - Dress Code
- Adjusted dress code to mirror Ralston Middle School Dress Code

Pages 23 & 24 - Non-discrimination Language
- Updated language to reflect current changes

Page 33 - Health Statement
- Deleted language regarding *COVID changes*

Page 36 - School-Caregiver Compact
- Updated dates

Ralston
PUBLIC SCHOOLS

Elementary
Student & Family Handbook
2022-2023

Administrative Office
Address: 8545 Park Drive, Omaha, Nebraska 68127
Administrative Office Phone: 402.331.4700 Fax: 402.331.4843
Spanish Hotline: 402.898.3454 Website: www.ralstonschools.org

BOARD OF EDUCATION

Dr. Jay Irwin
Elizabeth Kumru
Robin Richards
Merv Riepe
Mary Roarty
Samantha Willey

DISTRICT ADMINISTRATORS

Dr. Mark Adler – Superintendent
Mr. Jason Buckingham – Assistant Superintendent of Business
Dr. Cecilia Wilken – ~~Director of Teaching & Learning~~ Assistant Superintendent for Learning
Dr. Mike Rupprecht – Executive Director of Human Resources
Mrs. Melissa Stolley – Director of Student Services
Mrs. Diane L. Meyer - Director of Suburban Schools'/Metro Regional Program

Building	Administrator	Address	Phone
Blumfield Elementary	Mr. Casey Knight Mr. Malachi Behrens	10310 Mockingbird Drive	402.331.0891
Karen Western Elementary	Mr. Andrew Mather	6224 'H' Street	402.731.7477
Meadows Elementary	Ms. Lisa Schroeder	9225 Berry Street	402.339.6655
Mockingbird Elementary	Mr. Brian Ferguson Mr. Malachi Behrens	5100 South 93rd Street	402.331.6954
Seymour Elementary	Ms. Jody Blessen	4900 South 79th Street	402.331.0540
Wildewood Elementary	Mrs. Ashley Holmes	8071 Ralston Avenue	402.331.6475

Overview - Page 5 Accreditation Ralston Public Schools Purpose statement Ralston Public Schools Direction statement Ralston's educational beliefs Board of education policies Right to handbook notice Phone & Email communication Parent-Teacher conferences	**Communication - Page 6** Progress reports School publications Notice of Parental Rights
Day to Day - Page 7 Class treats/gifts/flowers/party invitations Lost clothing Skateboards/scooters Sports equipment Student fees, fines and charges Elementary fee list Telephone messages Toys Valuables Visitors to school	**Code of Conduct & Disciplinary Action - Page 11** Student conduct General conduct of students Dress code Use of Tobacco Products Illegal Substances Sniffer Dogs Weapons in the schools School bus/van rules and regulations Student discipline Emergency Exclusion
Acadenics - Page 21 Instructional materials and activities Student assistance teams Field trips Prekindergarten Child Find notice Complaint regarding printed materials	**Meals - Page 22** Breakfast/lunch program Lunch room behavior
Extended Day - Page 24 Extended day care program (Lil' Rams) Intramural activities	**Enrollment & Student Placement - Page 24** Entrance age Change of residence/phone number Placement of students in classes Transfer or withdrawal from school Within district transfers of students
Attendance - Page 25 Time of arrival Absence procedures Compulsory attendance and excessive absenteeism Leaving before the end of the day Release of student to non-custodial parent Nebraska compulsory attendance law	**School Property & Student Safety - Page 28** Safety Safety drills Bicycle rules Inclement weather – School closing/considerations Animals on School Grounds
Medical - Page 29 Communicable diseases Emergency care of a student First aid Immunizations Medication Physical examinations Summary of communicable diseases and contagious conditions	**Family Engagement - Page 33** Parental/Guardian involvement in educational practices Standards and benchmarks for parent involvement Policy 5018 Parent/Guardian involvement in educational practices Title I: School-Parent Compact

Technology - Page 36 Student internet and computer use Technology in Ralston Elementary & Middle Schools Acceptable Use Policy Cell phones Online grading site Student internet and computer access Policy 5063 Audio & Video Recording	**Policies & Procedures - Page 40** Policy 5022 Investigations, Arrests, & Other Student Contact by Law Enforcement or Healthy & Human Services Policy 3053 Notice of non-discrimination Parent concern procedures Records available for review Grievance procedure for discrimination claims Notice to parents – Professional qualifications Testing Policy Parental/Guardian Notification of Student Surveys

OVERVIEW

RALSTON PUBLIC SCHOOLS PURPOSE STATEMENT

A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope and inclusion.

RALSTON PUBLIC SCHOOLS DIRECTION STATEMENT

Cultivating resilient citizens prepared for the diverse demands of the future.

THE RALSTON PUBLIC SCHOOLS BELIEVES…

- An educational process is a partnership involving the school, the family, the student, and the community.
- Students learn best when they are actively engaged in the learning process.
- All students can learn.
- Students learn best when schools maintain high expectations for learning.
- The foremost responsibility of any educational organization is the student.
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world.

ACCREDITATION

Ralston Public School District has achieved AdvancED district accreditation.

BOARD OF EDUCATION POLICIES

Board of Education policies can be accessed on the district website: www.ralstonschools.org.

RIGHT TO HANDBOOK NOTICE

Handbooks will be available on the district and school websites. Notification of the web address and location to links will be provided to all students. In addition, any parent or student may request a printed copy of the handbook. A copy of the general rules of conduct will be posted in a conspicuous place in each school building.

COMMUNICATION

PHONE & EMAIL COMMUNICATION

To ensure effective and timely communication between our school district, staff, and school patrons, Ralston Public Schools uses a messaging platform to announce or remind our students and parents/guardians about important upcoming events. Also, it can serve as an information system to communicate student absences, school cancellations due to inclement weather, and crisis situations that may arise. Messages may come in the form of a pre-recorded phone call, text, push alert through the RPS Mobile App, and in other cases, will be accompanied by an email.

PARENT-TEACHER CONFERENCES

Parent-teacher conferences are scheduled twice a year. If additional conferences are desired, parents are encouraged to contact their child's teacher or principal. Appointments for the conference will be made at a mutually convenient time. Conferences are designed to share information between parent(s) and teachers. Parents are encouraged to attend each of the scheduled conferences.

PROGRESS REPORTS

Student progress will be formally reported to parents four times each school year. The main purpose of the reporting system is to communicate to the parent and the student, the teacher's assessment of the student's growth and development. A child's achievement in the academic areas is based on his/her ability and performance. Achievement markings are given based on the progress the child has made as they work on those materials that are educationally appropriate for him/her.

SCHOOL PUBLICATIONS

Each building will provide a newsletter to parents with updated information specific to your child's school. School Board policies, handbooks, and curriculum information are available at each school building and online at: www.ralstonschools.org.

NOTICE OF PARENTAL RIGHTS

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

Directory information is information from an education record of a student which would not generally be considered harmful or, if it were disclosed, an invasion of privacy. For example, an athletic program, which lists the names of team members, their heights and/or weights, and an academic program which lists the names of students receiving academic awards both contain directory information. Directory information includes the following information about a student:

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent. Any student who is 18 years of age or older should communicate to the district office if they do not want this information disclosed without their prior written consent.

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given the opportunity to prevent the release of this directory information by filing a written objection with the district.

Ralston Public Schools has defined directory information for media purposes.
Several times during the school year, local media (TV, radio, newspaper, etc.) visit Ralston schools for newsworthy items, school happenings, holidays, local interest items and interview/photograph students for newspaper articles, TV news items, and promos. Media events are considered directory information.

Ralston Public Schools has defined directory information for the use of the Web (www.ralstonschools.org).
All Ralston schools and district Internet Web pages are considered directory information. Internet Web pages (schools and districts) may contain pictures and names of students.

Internal/External use of information: Whatever choice you make, the school district will be able to use this directory information for internal school purposes and to share it with other educational institutions and professionals in accordance with law. Please refer to this student handbook referencing Parental/Guardian Access to Student Records and Routine Directory Information (Policies 5016 and 5017). If you disagree with the way directory information may be used, please complete a written objection in writing, available at 8545 Park Drive, Omaha, NE 68127. The objection should be completed by the 1st of September of the current school year.

DAY TO DAY

CLASS TREATS/GIFTS/FLOWERS/PARTY INVITATIONS

For the safety of our students, homemade food items will not be permitted. Treats for birthdays or other special occasions must be purchased from a store and must arrive in the original store container. We encourage you to consider alternative non-edible treats such as pencils, erasers, or buying a book for the classroom as ways to celebrate your child's birthday. Gifts/flowers may be delivered to the office but will be kept in the office until the end of the school day.

Party invitations that include the **entire class** can be distributed at school. Invitations that are only for select students need to be mailed by parents. The school is not permitted to provide other student information to mail or contact other families.

LOST CLOTHING

All clothing the student would normally remove while in school should be marked with the child's first and last names. If an article of clothing is lost, the student should check in the lost and found area. Periodically throughout the year, the school will donate to charitable organizations clothing placed in the lost and found area that has not been claimed.

SKATEBOARDS/SCOOTERS

Safety concerns dictate that skateboards, scooters, and similar play items are not allowed on school property.

SPORTS EQUIPMENT

Such articles as hockey sticks, gloves, mitts, bats, toys, skates, etc. should not be brought to school without prior permission from the principal.

TOYS

To help eliminate classroom disturbance, disagreements on the playground, and to prevent loss or breakage, toys

should not be brought to school. An exception to this rule will be made if the toy is to be used in "show and tell" and has been approved by the teacher. In this case the toy should be brought to school in a sack or book bag and taken out only for the purpose of and during classroom "show and tell" time. **The student and his/her parent assume liability for any personal items brought to school**.

STUDENT FEES, FINES AND CHARGES

The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally-required free instruction and as such may require additional expenditures that are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted.

PART ONE:
The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures that are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted below.

Extracurricular activities and spectator events: A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.

2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may fundraise and/or seek donations according to District policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities and events which occur at other schools, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

Materials for course project: The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school

store.

Clothing: In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication in the student handbook.

Musical Instruments: Students who take an elective band course shall be required to supply their own instrument or rent an instrument, except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the district shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

Lost or damaged school property: A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student.

The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

Donations: The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

Yearbook: Students may be charged for the purchase of a yearbook.

Food: Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

Student files and records: Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's files or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

PART TWO:
Student Fee Fund: Fees that are charged to students pursuant to PART ONE, shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:
Waiver of Student Fees: Fees that are charged pursuant to PART ONE, subsections A and C shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced- price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building principal. Once the school district has

received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students.

ELEMENTARY FEE LIST

Fees Assessed:
Transcripts: $1.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Lunch Prices: $2.60, Reduced Lunch: $0.40
8 oz. Milk: $0.50, 4 oz. Juice: $0.50
Breakfast: $1.55, Reduced: $0.30
Recommended Items - Not Required
Backpack
Water bottle
Paint shirt

Required clothing
Select vocal music group attire: $25.00
Rubber soled athletic shoes for PE

Optional Items Available for purchase
Ralston High School Activity Ticket-$~~40~~50.00
Yearbook- $10 to $20
Student Picture Packages-$6.50-$25
Printed clothing
Paperback books for personal ownership

Donations and Fundraising:
As approved by the Superintendent or designee

TELEPHONE MESSAGES

Except in an emergency, placing telephone calls to a student during the school day is discouraged. When it is necessary to get a message to a student, please call the school office. We will attempt to deliver the message to the student. **Please call 30 minutes prior to dismissal to ensure that staff have adequate time to get the message to your child.**

VALUABLES

Students are discouraged from bringing valuables to school. Secure locations for personal items may not be available and the school does not assume responsibility for non-approved items brought to school.

VISITORS TO THE SCHOOL

The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians/patrons, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following:
    a. Disruption to the educational environment;
    b. Distraction to students and staff;

c. Confidentiality of students and staff;
d. Safety of students and staff.

II. Parent/Guardians/Patrons
   a. Parents/Guardians wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator.
   b. Parents/Guardians attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
   c. Parents/Guardians/Patrons attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
   d. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class for a segment of time that does not interfere with the educational process.
   e. All visitors will report to the school office upon arrival and departure.

III. Visitation by Students
   a. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
   b. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian.

IV. Program Visitations
   a. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

CODE OF CONDUCT & DISCIPLINE

STUDENT CONDUCT

Bullying Prohibited. Bullying disrupts a school's ability to educate students, threatens public safety by creating an atmosphere in which such behavior can escalate into violence.

Bullying Prevention and Education. Students and parents are expected to immediately inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities, which educate students about bullying and bullying prevention.

Bullying Defined. Bullying means any intentionally hostile or offensive verbal, written, graphic, demonstrative, electronic, or physical act that has the purpose of exerting domination over another student through the act of intimidating, frightening, oppressing, or adversely controlling the student, and that is disruptive of the educational process, or any ongoing pattern of physical, verbal, written, graphic, demonstrative, 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 his or her designee, or at school-sponsored activities or school-sponsored athletic events. This may include, but is not limited to, verbal, graphic, written, or electronic activities such as name-calling, taunting, blackmailing, inciting to fight, terrorizing, or physical or demonstrative activities such as poking, blocking or impeding, following, hair pulling, mock hitting motions, intentionally bumping, tripping, and damaging clothing.

Sexual Harassment. Sexual harassment is defined as any unwelcome act of a sexual nature. It may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or non-verbal sexual

comments or physical conduct of a sexual nature. Any offenses that meet the definition of sexual harassment may result in suspension or potential reassignment based on the severity of the incident. Legal authorities may be contacted.

GENERAL CONDUCT OF STUDENTS

Students are expected to conduct themselves in an orderly, dignified, and respectful manner at all times. This applies to student interactions with other students, staff members, and visitors. Violence will not be tolerated. Any such actions on the part of students will result in immediate consequences, as outlined in school board policy and/or Nebraska statutes. Consequences may include student exclusion, suspension and/or expulsion. (See Appendix) Student discipline shall conform to the general rules of conduct that are stated in the Board approved handbooks. (Policy 5035)

Principles and General Procedures: It is the philosophy of the School District of Ralston that appropriate behavior is of great importance in schoolwork, and that all feasible means should be employed to help each student develop skills in self-discipline. Students are expected to follow school and classroom rules, and to be courteous to all of their associates. Such learning may call for control of student conduct by adults.
Any Ralston student is subject to disciplinary procedures for inappropriate actions that take place at his/her building of attendance or any other district building and/or school related activity or for any other action prohibited by state statute.

Students may be kept after school at the discretion of a staff member. In such cases, every effort will be made to notify the parents. If a parent cannot be reached, the student will be allowed to leave, but may be kept before or after school on another day after parent notification. If two students are involved in an act of misconduct, the school is not permitted to share the consequences of another student with the other parties parents/guardians.

DRESS CODE

The school dress code is based on the principle that student dress is the responsibility of each student's parents/guardians. For this reason, we feel that many of the restrictions on dress code and grooming should originate with the parent/guardian rather than with the school administration.

The dress code should allow for individualism and meet the current trend of changing styles. However, when a style becomes extreme, the matter will be discussed with the student. Students wearing clothing that is deemed inappropriate may be sent home or have proper clothing delivered by a parent or wear clothing stored in the office for dress code violations. Students who refuse to comply will face disciplinary action.

1. ~~Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are:~~
    a. ~~Any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)~~
    b. ~~Sagging pants.~~
    c. ~~No bare midriffs~~
    d. ~~No spaghetti straps, tank tops with less than 2 inch sleeves on both arms, or strapless tops may be worn.~~
    e. ~~Pants/clothing with tears/missing fabric that reveals excessive skin.~~
2. ~~Students must wear shoes or sandals at all times, no slippers.~~
3. ~~Students will not be allowed to wear hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept in backpacks during the day from 7:30 to 3:30. Bandana printed items may not be worn or displayed.~~

1. Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are -
    a. Not any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)
    b. No sagging pants.
    c. No pajama pants.
    d. No bare midriffs.
    e. No spaghetti straps, tank tops with less than 2 inch sleeves on each arm, or strapless tops may be worn.
    f. No pants/clothing with tears/missing fabric that reveals excessive skin.
2. Students must wear shoes or sandals at all times, no slippers.
3. Students will not be allowed to wear sunglasses, hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept IN LOCKERS during the day from 7:55 am to 3:14 pm. Bandana printed items may not be worn or displayed.
4. Coats are generally not needed in school and should not be worn in class unless a teacher determines coats are needed.
    a. What is NOT allowed? Any coat that is generally worn as an OUTSIDE coat for warmth is not allowed. Not allowed are heavy overcoats, ski jackets, rain wear, or any lined jackets.
    b. What IS allowed? One layer cotton lining inside a windbreaker, unlined windbreaker, and pullover or zippered sweatshirts are acceptable for indoor wear.
    c. Sweatshirts with hoods are allowed but the **hoods must be down at all times** during the school day.

ILLEGAL SUBSTANCES

State law and Board of Education policy strictly prohibits students from having tobacco products, alcoholic beverages or drugs at school. Violation of this policy will result in appropriate disciplinary action, and may cause the student to be suspended or expelled from school.

USE OF TOBACCO PRODUCTS

The use or possession of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted on school property at any time.

SNIFFER DOGS

The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection (Policy 3045).

WEAPONS IN SCHOOLS

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitors under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. ***Definition of Weapon.*** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm.*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will

or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

SCHOOL BUS/VAN RULES AND REGULATIONS

These rules apply to all means of district provided transportation.

1. The driver is responsible for the students and the safety of the bus
2. Students will be picked up and /or dropped off at the pre-arranged location and time.
3. The driver will wait for up to 3 minutes for a student at a stop, after which time the driver will travel to the next stop.
4. Students are to follow school rules while riding on the bus: Be Safe, Be Responsible, Be Respectful.
    a. Students are to follow the directions of the bus driver
    b. No food or drink allowed on the bus at any time
    c. Hands and feet must remain in the bus at all times
    d. Students will remain seated while the bus is moving
    e. Students will wear seat belts when available
5. Students are responsible for any damages they create to the bus
6. Students will be discharged ONLY to regular stops unless otherwise pre-approved through the Director of Transportation.

Students may be suspended from riding privileges for failure to follow any of these regulations.

STUDENT DISCIPLINE

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

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

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

Long-Term Suspension
Students may be excluded by the Principal from school or any school function for a period of more than five school days but less then twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days

prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such a board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even*

the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
    e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
    f. Possession of pornography;
    g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
    h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
    i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them;

sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charges.

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

    d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

    e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

    f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of

(a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (Neb. Rev. Stat. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

TOBACCO & VAPING

The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems;, alternative nicotine products;, or any other such look-alike or imitation product, is not permitted on school property at any time (Policy 3016).

Per school board policy, our campuses are smoke-free. The use or possession of tobacco or vaping products by any student on campus or at any school event home or away is prohibited. The offending participant will visit with an administrator for school consequences. The student will not be able to participate in any practices or contests during any suspension, and cannot practice, attend, or participate in any events the day of the

possession or use.

EMERGENCY EXCLUSION

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

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

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

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

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

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

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

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

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

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

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

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her

parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

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

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

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

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

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

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

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

ACADEMICS

INSTRUCTIONAL MATERIALS AND ACTIVITIES

The District will provide access to textbooks and other curriculum materials used in Ralston schools for parental review. If any materials appear questionable to a parent / guardian, a request may be made to have the material reviewed by a panel of teachers and parents. It is Ralston Public School's intent to keep parents well informed. Parents and guardians are welcome at any assembly, counseling session, or other special educational activity. Please contact the building principal prior to the event to ensure space may be provided.

STUDENT ASSISTANCE TEAMS

When a student experiences difficulties with learning or behavior in school, the teacher will consult the student's parent(s). If the problem persists the teacher or other school personnel may also seek the advice or suggestions of other teachers. Sharing of expertise among educators whether the problem is simple or complex, often promotes desirable solutions. At each elementary school, appropriate personnel, referred to as the Student Assistance Team (S.A.T.), meet regularly to assist in providing the most desirable education opportunities for the students.

The S.A.T. usually consists of regular educators including the student's teacher, parent(s), and other personnel who may be appropriate to consider the problem at hand. Staff members who will be included on the team are general education classroom teachers, administrators and school counselors or reading specialists. Special education staff may be involved occasionally as needed. Parents will receive a notice and be involved throughout the SAT process.

The goal of the team is to share information in a problem-solving discussion. The classroom teacher will bring evidence to demonstrate the difficulty occurring within the classroom. As a team, the members will discuss possible causes for the difficulty. After a cause has been identified team members will give recommendations. The recommendations will become interventions. Once the interventions have been identified, persons responsible will be identified as well as a timeline. Generally a S.A.T. intervention will be tried for approximately 30-45 hours of intervention. This allows for accurate data collection on whether the intervention was appropriately identified and successful. At the end of approximately 30-45 hours of intervention a S.A.T. 2 meeting will occur. At this meeting results of the interventions will be shared. The team will determine if the appropriate level of success has been reached. Additional interventions may be put in place and monitored for another 30-45 hours of intervention. If the team feels that appropriate interventions have been in place and the child is not making significant progress a further recommendation for testing may be made. Parents are encouraged to participate and be involved throughout the entire S.A.T. process.

FIELD TRIPS

Students in prekindergarten through sixth grade will have the opportunity to participate in field trips throughout their educational experience. Information about specific field trips where students leave the building will be sent home to parents and guardians prior to the field trip. This includes transportation to other buildings for school-related events (e.g. concerts, orientation, etc.). Parents/guardians will sign a permission slip sent home by the teachers.

On field trips, parents are not typically able to ride the bus due to the limited amount of space on the bus. Therefore, if parents/guardians plan on attending field trips, they may be asked to provide their own transportation.

PREKINDERGARTEN

Ralston Public Schools offers prekindergarten programming in all elementary buildings. Prekindergarten Handbooks are provided to each parent/guardian over the summer before school begins. Prekindergarten screenings are held in the spring and summer for the following school year. For information please contact the District Office at 402-331-4700.

CHILD FIND NOTICE

Ralston Public Schools has an ongoing goal of locating and identifying all children, birth through age 21, who have special needs. The district will provide any child or youth who has a disability an appropriate public education at no cost to the parents of the child. Children or youth with disabilities are those who have hearing impairments, vision impairments, behavioral disorders, deafness, blindness, health impairments, specific learning disabilities, mental disabilities, autism, or traumatic brain injuries. In addition, children and youth with any disability which substantially limits a major life activity may receive modifications to allow them access to an appropriate education (Section 504 of the Rehabilitation Act, as amended).

Ralston Public Schools requests your help in locating children and youth with disabilities who are eligible to benefit from Special Education. If you know of a child or youth who is a resident of the District, who may have a disability and is not receiving needed services, please contact the Director of Student Services, 8545 Park Drive, Ralston, NE 68127.

COMPLAINT REGARDING PRINTED MATERIALS

Patrons, students or faculty members desiring to make a complaint about any textbook, workbook, or materials used within the Ralston School system should file a written complaint with the building principal. Each building principal serves as a chairperson of a committee composed of faculty, librarian, and lay citizens who will review each complaint on an individual basis and make a decision based upon this review. All decisions are subject to review by the Superintendent of Schools. Patrons in disagreement with the decision reached by the committee and/or the Superintendent may appear before the Board of Education with their complaint.

MEALS

BREAKFAST / LUNCH PROGRAM

Each elementary school will provide a hot lunch for students in grades kindergarten through six for a nominal fee. Students are encouraged to eat at school by purchasing a hot lunch, or they may bring a sack or cold lunch.

The Ralston Public Schools use a finger scan system to provide security for your students meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

The cost for a hot lunch is $2.60 per meal. All hot lunch trays include a carton of milk. Any student who is allergic to milk will be offered a substitute. To qualify for this substitution a written statement from a doctor stating the student is unable to drink milk must be on file in the office of the school.

Students bringing a cold lunch may purchase milk for $.50 or juice for $.50. Carbonated/soda drinks with cold lunches are discouraged.

All Ralston elementary schools offer breakfast. The cost is $1.55.
Parents are strongly encouraged to use the online lunch payment option and to maintain a positive balance in the student's account. For information on how to sign up for and use this option please visit the school's website and click on the "Online Lunch Payment" button.

Any parent wishing to eat with their child will follow the school visitation policy outlined in the Student/Parent Handbook. Anyone planning to eat at school should call the school office by 8:30 a.m. to be included in that day's lunch count. Adult meals cost $2.50 for breakfast and $3.25 for lunch.

A free and reduced price lunch program is available for those qualifying. The cost is $.40 for a reduced lunch and $.30 for a reduced breakfast. Application forms for this program were mailed in August to the parents/guardians of students enrolled in the school district. Additional forms are also available in the school office.

Non-Discrimination 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 (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may

contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

LUNCH ROOM BEHAVIOR

Students will:

1. Talk in normal voice tones at all times.
2. Conduct themselves in a manner that is acceptable to dining in a large group.
3. Eat only their own food.
4. Display good manners.
5. Respect the rights of others.
6. Ask and receive permission before leaving the lunchroom.

Infractions of the above rules will lead to appropriate disciplinary actions by the administrator or the persons assigned to monitor the lunchroom.

EXTENDED DAY

EXTENDED CHILD CARE PROGRAM - LIL' RAMS

The Ralston Schools Foundation offers parent pay extended childcare in each elementary building if there is adequate interest. The hours are 7:00 - 8:00 a.m. and 3:00 - 6:00 p.m. on days school is in session. Extended hours are offered for schools with weekly early dismissal. Please call Sara Ryan, Lil' Rams Director, at (402) 898-3491 for registration and fee information. Registration forms are available at the Ralston Administrative Office, 8545 Park Drive and at ralstonschoolsfoundation.org.

Tuition for Fall 2021:

$ 30.00 weekly for Early Release only (1:30-6:00 pm)
$ 50.00 weekly a.m. only
$ 55.00 weekly p.m. only
$ 70.00 weekly full time
$ 35.00 per day – inservice

INTRAMURAL ACTIVITIES

Intramural activities will be scheduled intermittently throughout the year. Detailed information, along with participation permission slips will be sent to the parent(s) of the students eligible for intramural programs. **For supervision reasons, siblings are not permitted to wait for students participating in intramurals.**

ENROLLMENT & STUDENT PLACEMENT

ENTRANCE AGE

The Ralston School District will admit a child

a. who is age eligible for kindergarten based on their age (must be 5 on or before July 31st of the current year)
b. who is age eligible for prekindergarten based on their age and meeting eligibility criteria
c. whose parent or guardian requests such entrance and provides an affidavit stating that the child previously attended kindergarten in another jurisdiction; or
d. whose parent or guardian requests such entrance and provides an affidavit that the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or
e. whose parent or guardian requests such entrance and is recommended for admission through the Early Entrance Evaluation procedures.

CHANGE OF RESIDENCE/PHONE NUMBER

Current contact information is vital for the safety and well being of your child if an emergency occurs. **PARENTS ARE REQUIRED TO PROVIDE A CURRENT PHONE NUMBER AND EMAIL IN CASE OF EMERGENCY.** Parents are required to notify the secretary of the school whenever there is an address, a home telephone or work telephone number change. Also, please report any change in emergency numbers.

Upon the written recommendation of the principal and the approval of the superintendent, any K-12 student regularly enrolled in the school who transfers his/her residence to another school district may continue to attend Ralston Schools until the end of the current semester without payment of tuition. It is understood that the parent(s) or guardian assumes responsibility for the regular and punctual attendance of the child and any transportation that may be needed. The parent will also need to complete an Option Enrollment form if the student will continue to attend Ralston Public Schools.

PLACEMENT OF STUDENTS IN CLASSES

The Ralston Elementary Schools use the following guidelines in determining classroom placement:

- A range of academic ability
- Input from previous teacher(s)
- Social/behavioral relationships

The final decision on classroom placement is the responsibility of the building principal.

TRANSFER OR WITHDRAWAL FROM SCHOOL

Students transferring or withdrawing from school must be cleared through the school office. Parents are requested to notify the school as soon as possible that a withdrawal or transfer is pending.

WITHIN DISTRICT TRANSFER OF STUDENT

Upon a written request of the parent or guardian and approval of the involved principals and the superintendent, any student residing within the school district boundaries may receive permission to attend an elementary school other than the one in his/her prescribed attendance area if enrollment permits.

Application for transfer from one attendance center to another within Ralston Public Schools is required by February 14th. Transfer requests will be considered in the order in which they are received and notification of the transfer decision might not be made until late summer. Transfers will be granted at any time during the school year, if enrollment permits. It should be understood that when such a transfer occurs any needed

transportation to or from school is the responsibility of the parent(s) or guardian in accordance with the school's beginning and dismissal times.

ATTENDANCE

TIME OF ARRIVAL

Regular School Days

Kindergarten-6th grade Breakfast: upon arrival - 8:00 a.m.
Kindergarten-6th grade School Hours: 8:00 am - 3:00 pm
Prekindergarten Hours: - 8:00 am - 3:00pm Monday - Thursday, no school Friday

Kindergarten-6th Grade Early Release Days: Fridays - 8:00 am - 1:30pm

Unless the student is participating in a designated school activity or the student is registered for the extended day care program, students should arrive at 7:45 a.m. at the earliest. Please plan with your child the appropriate time for leaving home so they do not arrive earlier than the specified time. IN THE MORNING PRIOR TO THE STARTING OF SCHOOL AND AFTER SCHOOL PLAYGROUND SUPERVISION IS UNAVAILABLE.

Supervision of the student before the first bell and after the dismissal bell is the responsibility of the parent/guardian. Students on the grounds 15 minutes after the dismissal bell will have to be signed out in the office by a parent. **Principals may contact the proper authorities if students are dropped off and/or not picked up within thirty minutes of designated arrival and dismissal times.** Please deliver and pick up your children on time.

Students will not be permitted to return to the classroom after dismissal for items left in the classroom unless supervised by a staff member.

ABSENCE PROCEDURES

When it is necessary for a student to be tardy or absent from school, parents are asked to call the school office between the hours of **7:45 and 8:15 a.m**. If the school has not received a call, the school shall call the parent/guardian to verify the student's whereabouts. Parents/guardians are expected to call each day that the student is to be absent from school, unless other arrangements have been made with the school.

COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

Required Attendance

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

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students
The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to re-enroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students
Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer
Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

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

Reporting Excessive Absenteeism
The building administrator shall report to the county attorney of the county in which the student resides when the school has documented the efforts made that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful and that the child has been absent more than 20 days per year.

LEAVING BEFORE THE END OF THE DAY

Students leaving school early must be signed out by a parent/guardian. Students must check out of the office prior to them leaving the building. We encourage you to contact the school via written or phone communication to notify the staff of the early departure if possible.

If a student must leave school during school hours for a doctor's appointment or other valid reason please note:

- Students leaving the school prior to dismissal must report to the office before leaving the building.
- Depending upon time of day this could count as an absence.

RELEASE OF STUDENT TO NON-CUSTODIAL PARENT

As specified in current law, **the school may release a student to a non-custodial parent** unless a court order specifically barring such a release has been filed in the school office. A current, original court document must be brought to the school office for copying. The non-custodial parent will be required to provide a valid driver's license to confirm their identity.

Nebraska Compulsory Attendance Law

Every person residing in a school district within the State of Nebraska who has legal or actual charge or control of any child who will reach six (6) years of age prior to January 1 of the current school year and did not reach sixteen (16) years of age prior to July 16, 2005, and has not reached eighteen (18) years of age shall cause such child to attend regularly the public, private, denominational, or parochial day schools each day that such schools are open and in session except when excused by school authorities, unless such child has graduated from high school, or unless such child has reached the age of sixteen (16) and such child's parent or guardian has signed a notarized release disenrolling the child on a form provided by the school.

SCHOOL PROPERTY & STUDENT SAFETY

SAFETY

Instruction in safety practices begins in every elementary classroom the first day of school and continues throughout the year. The home and school must work together until safe living is a natural practice of the child. Parents should constantly set an example of safety for their children. You can do your part by helping your children learn the following:

The student will…

- go directly home after school.
- walk the safest route to and from school.
- look and be sure the way is clear before crossing the street.
- cross the street only at marked crossings.
- stay on the sidewalk. Avoid lawns, vacant lots, etc.
- walk on the left side of the street if there are no sidewalks.
- observe and obey traffic rules.
- get in and out of the car on the curbside.
- make safe choices when crossing the street and in the parking lot.
- observe the rules of good bicycle riding.
- cross railroad tracks at proper places and make safe choices while near the tracks.
- leave items on the ground that belong on the ground.
- refuse all gifts, invitations or rides from strangers.
- obey general safety rules.

SAFETY DRILLS

Students and staff will practice routine safety drills. During a fire drill all people in the building are required to leave.

During tornado drills all students will receive instructions concerning safe areas of the building and precautions to be followed during a tornado.

BICYCLE RULES

All bicycles must be placed in the bicycle rack immediately upon arrival at school. No riding is permitted on school grounds. Bicycles must be chained and padlocked to the bicycle rack. **The school assumes no**

responsibility for theft or vandalism that occurs to bicycles.

INCLEMENT WEATHER - SCHOOL CLOSING/CONSIDERATIONS

When the Superintendent or his representative deems it necessary to close school for all or part of the day, notice will be provided through the Blackboard calling system and local radio and television stations. When school is dismissed during the school day, parents may pick up their students or they will be sent home by regular means (bus or walk). Be sure to communicate to your building's office if your contact or emergency information changes.

As a general guideline students will participate in outdoor activities unless the **wind chill is 10° F or below,** above 95 degrees Fahrenheit, or precipitation necessitates students remaining indoors. The building principal may restrict outside activity when inclement weather is present in concern for the health and safety of students and staff.) The Safety Patrol may not be on duty in the case of extreme weather conditions.

ANIMALS ON SCHOOL GROUNDS

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. See Board Policy 3046 regarding Service Animals and Therapy Dogs for more information.

MEDICAL
Health Services & Regulations

A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

-Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

-When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. The person picking up the student must do so **within one hour of being contacted.**

-If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents expense, and the student will be transported to the nearest hospital.

-Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

Please review your child's records to make sure your child has obtained the needed immunizations prior to enrollment. Please check with your child's physician or contact the Douglas County Health Department for information on immunization clinics that are available (444-7213). You may also contact the school nurse if you have questions regarding the law or need assistance in getting your child's immunizations.

Nebraska School Law dictates that your child will not be able to enroll unless dates of immunizations are provided to the school at the time of enrollment.

FIRST AID

The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

IMMUNIZATIONS

Nebraska School Law (79.217-223) requires that all students be immunized against diphtheria, pertussis, tetanus, poliomyelitis, measles, rubella, mumps, Hepatitis B, and 2 doses or year of infection for Varicella **PRIOR TO ENROLLMENT.** Affidavits for religious or medical reasons are available in the school office.

All students will need to have on file at least 3 DTP, 3 Polio, and 2 doses of MMR (Measles, Mumps, and Rubella) immunizations; 3 doses of pediatric hepatitis B vaccine, or, if the alternate hepatitis B vaccination schedule is used, 2 doses of a licensed adult hepatitis B vaccine specified for adolescents 11-15 years of age, 2 doses or year of infection for varicella (chicken pox).

Kindergarten, seventh grade and all out-of-state transfer students are required to have dates on file for the following immunizations: 3 DTP, 3 Polio, 2 MMR, 3 Hepatitis B, 2 doses or year of infection for varicella (chicken pox). 7th Graders are required to have an additional Tdap booster (contains Pertussis booster).

MEDICATION

Administering Medication to Students

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

1. Prescription medication

a. Parents/guardians must provide a physician's written authorization for the administration of the medication.

b. Parents/guardians must sign an Authorization for Medication form provided by the school.

c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over the counter medication.
a. Parents/guardians must provide a physician's written authorization for the administration of the medication. These included, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..
b. Parents/guardians must sign an Authorization for Medication form provided by the school.
c. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.
d. The container must be labeled with the child's name and with directions for provision or administration of the medication.

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

At the end of the school year, if there is any medication left over, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

PHYSICAL EXAMINATIONS

The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

CHRONIC CONDITIONS

It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes

in the student's condition.

COMMUNICABLE DISEASES

The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

SUMMARY OF COMMUNICABLE DISEASES AND CONTAGIOUS CONDITIONS

Fever

Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting

Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly

contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from physician or phone call from doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin and/or eggs are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

~~**DUE TO COVID-19, THERE MAY BE CHANGES TO CURRENT PRACTICES AS WE GET CLOSER TO THE UPCOMING SCHOOL YEAR.**~~

FAMILY ENGAGEMENT

PARENT/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES

Ralston Public School District recognizes the importance of parental/guardian involvement in the education of children. The partnership between home and school is critical for student success. A few notes for parents are found below regarding parental involvement. Ralston Public Schools policy for parental involvement may be found in the Appendix.

STANDARDS AND BENCHMARKS FOR PARENT INVOLVEMENT

Parenting:
Assist families with parenting skills and setting home conditions to support children as students and assist schools to understand families.

- Students will develop positive personal qualities, habits, beliefs, and values taught by family
- Students will be aware of the importance of school
- Parents will be self-confident about parenting
- Parents will have a sense of support from school and other parents
- Teachers will have respect for families' strengths and efforts
- Teachers will use their training and skills to share information on child development

Communication:

Conduct effective communications from school to home and from home to school about school programs and children's progress.

- Students will be aware of own progress in subjects and skills
- Students will understand school programs and policies
- Parents will monitor child's progress in subjects and skills
- Parents will understand school programs and policies
- Teachers will be able to communicate clearly with parents
- Teachers will elicit help with child's progress from the family

Volunteering:
Organize volunteers and audiences to support the school and students.

- Students will be aware of the many skills, talents, occupations, and contributions of parents and other volunteers
- Students will develop skills in communicating with adults
- Parents will be self confident about ability to work in school and with children
- Parents will have an understanding of the teacher's job
- Parents will feel that families are welcome and valued at school
- Teachers will be aware of parents' talents and interests in school and children
- Teachers will be skilled in organization, training, and use of volunteers

Learning at Home:
Involve families with their children on homework and other curriculum-related activities and decisions

- Students will have a positive attitude about homework and school
- Students will view parents as more similar to teacher and of home as more similar to school
- Parents will be confident and skilled in how to support, encourage, and help his or her child at home
- Parents will have an understanding of instructional program and what the child is learning in each subject
- Parents will have an appreciation of teacher's skill
- Teachers will have a respect of family time
- Teachers will recognize the helpfulness of all families in motivating and reinforcing student learning

Decision Making:
Include families as participants in school decisions, and develop parent leaders and representatives.

- Students will understand the benefits linked to policies enacted by parent organizations
- Parents will feel they have input into policies that affect their child's education
- Teachers will be accepting of equality of family representatives on school committees and in leadership roles

Collaborate with the Community:
Coordinate resources and services from the community for families, students, and the school, and provide services to the community.

- Students will have the opportunity to know and explore careers and options for future education and work
- Students will feel like a valued member of the community
- Students will develop positive relationships with adults in the community
- Parents will use local resources to increase skills and talents or to obtain needed services
- Parents will be aware of community's contributions to the school
- Parents will participate in activities to strengthen the community
- Teachers will use community resources to enrich curriculum and instruction
- Teachers will be skilled in working with mentors, business partners, community volunteers, and others to assist students and teaching practices

POLICY 5018 PARENT/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.

    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NSCAS assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, at the sole discretion of the building principal.
    b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.

    a. Building principals may excuse a student from any single school experience at the parent's written request.
    b. When appropriate, alternative experiences will be provided for the student by the school.

4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.

    a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
    b. State Assessments

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.

c. National Assessment of Educational Progress
As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.

a. The principal must approve all surveys intended to gather information from students before they are administered to students.
b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

School-Caregiver Compact

Ralston Public Schools: Elementary
202~~1~~2/202~~2~~3 School Year

This Title I School-Parent Compact has been jointly developed with parents and outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high academic standards. At the annual parent-teacher conferences the compact shall be discussed as it relates to the individual child's achievement.

Teacher / School:
It is important that students achieve. I agree to do the following:
1. Provide high-quality curriculum and instruction in a supportive and effective learning environment to enable children to meet challenging state academic standards.
2. Regularly communicate with parents on their child's progress.
3. Demonstrate professional behavior and positive attitude.

Parent / Caregiver:
I want my child to achieve; therefore I will encourage him/her by doing the following:
1. Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
2. Support your child's learning--volunteer in their classroom; participate, as appropriate, in decisions related to their education, guide positive use of extracurricular time.

3. Make sure my child is at school every day and on time, unless they are ill.

TECHNOLOGY

STUDENT INTERNET AND COMPUTER USE

Students are expected to use computers and the Internet as an educational resource. Procedures and guidelines governing the use of computers and the Internet at school are provided in the Appendix (Policy 5037).

Technology in Ralston Elementary & Middle Schools

Vision Statement. To develop 21st century skills through relevant instruction to create learners who are academically competitive, technology literate, motivated, and college and career ready.
Purpose Statement. To enable secure access and effective delivery of curriculum, sustainable and proactive instructional technology support, and efficient and reliable information for decision making for all stakeholders.

WEBSITES
District, School, & Teacher
Ralston Public Schools district website address is www.ralstonschools.org. Some of the services provided include school and teacher websites, Board of Education, calendars, community connections, enrollment, handbooks, lunch menus, online lunch payment, student services, & instructional resources.

GOOGLE APPS FOR EDUCATION. Ralston Public Schools actively uses Google Apps for Education(GAFE). The applications that students have access to include gmail, calendars, and drive. All students grades 3-12 have an email account. Each account is password protected. All students K-12 have a drive account. The drive app includes the ability to create documents, spreadsheets, presentations, and drawings. GAFE gives all our students equal access to the same products. The only requirement for the student is internet access.
R-KIDS. All Ralston schools offer the R-KIDS (Ralston Knowledge, Information, Data Site) online grading. This site will encourage greater communication between the school, teacher, student, and parent. Grades are a way for students, teachers and parents to communicate the progress and achievement level of each student. An on-line grading system enhances this communication and creates a more efficient way for parents and students to monitor their progress in school. Teachers will post grades in a timely manner, based upon the assignment and the teacher's schedule. Parents are encouraged to monitor their child's progress by checking the system weekly. Please note that some classes may not have graded assignments each week. When a student is missing an assignment/assessment, the incomplete box will be checked. Once the work is made up, the grade will be entered and the late box will be checked.

What is an Acceptable Usage Policy? An acceptable use policy (AUP),is a set of rules applied by the owner or manager of a network, website or large computer system that restrict the ways in which the network, website or system may be used. AUP documents are written for corporations, businesses, universities, schools,internet service providers, and website owners, often to reduce the potential for legal action that may be taken by a user, and often with little prospect of enforcement. See reverse side for Ralston's AUP.

Ralston's AUP

The use of school-owned technology, including computers, whether stand-alone, as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right, and must be consistent with and driven by the educational objectives of the Ralston School District.

The Ralston School District exercises exclusive control over all school-owned technology, and students should not expect privacy regarding their use of any such equipment or network because school property is subject to

search and inspection at any time by school officials. This search and inspection includes, but is not limited to, electronic mail, Internet access, file storage and transfer. Students are responsible for whatever is contained in computer files assigned to them.

Students using computers connected to the Internet, an international computer network, are able to access computers and people all over the world. The Ralston School District does not condone student access to any unsuitable materials which exist on the Internet. The Ralston School District recognizes that it cannot control the information on other computer systems and that it may not be physically possible to screen out all such inappropriate information and materials. All student Internet activities are subject to being monitored.

The Ralston School District makes no warranties of any kind, whether expressed or implied, for the technological services it provides. The District will not be responsible for any damages a user suffers. This includes loss of data.

Technology will be supplied for student use on an "as is, as available" basis. The availability of on-line resources does not indicate endorsement of their contents by the Ralston School District. The District specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.

The purchase of services or merchandise through the Internet, including the use of credit cards by students through District technological services is prohibited. The Ralston School District shall not be liable for any costs arising out of such transactions.

The Ralston School District will not be responsible for any liability or expense the user may incur in connection with the use of District technology. The user agrees to indemnify (hold harmless) the Ralston School District for any expenses, including attorney's fees, arising out of the use of District technology in violation of this agreement.

It is the responsibility of the parents/guardians to establish and convey the standards that their child should follow. In support of parents/guardians, the Ralston School District will enforce the minimum appropriate technology use standards set in the Technology Procedures (Code of Ethics for Technology).

ON-LINE GRADING SITE

R-KIDS (Ralston Knowledge, Information, Data Site) on-line grading enhances communication between the school, teacher, student, and parent. It also creates a more efficient way for parents and students to monitor their progress in school. Teachers post grades in a timely manner and parents are encouraged to monitor their child's progress by checking the system weekly. R-KIDS is available for all students in grades kindergarten through twelve. Parents can register for R-KIDS by visiting Ralston Public Schools website at www.ralstonschools.org.

CELL PHONES

Cell phones are not to be used during school and may be confiscated if the cell phone is causing a disruption. Students will be expected to follow the building cell phone security expectations that may include phones being kept in a designated place in the classroom or the office during school hours.

STUDENT INTERNET AND COMPUTER ACCESS

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

I. Education About Appropriate On-Line Behavior
   A. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
   B. Staff will specifically educate students on
      i. Appropriate interactions with other individuals on social networking websites and in chat

rooms.
ii. Cyberbullying awareness and response.

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

II. Student Expectations in the Use of the Internet

A. Acceptable Use

i. Students may use the Internet to conduct research assigned by teachers.
ii. Students may use the Internet to conduct research for classroom projects.
iii. Students may use the Internet to gain access to information about current events.
iv. Students may use the Internet to conduct research for school-related activities.
v. Students may use the Internet for appropriate educational purposes.

B. Unacceptable Use

i. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
ii. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
iii. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
iv. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
v. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
vi. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
vii. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
viii. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
ix. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
x. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
xi. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
xii. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.

III. Enforcement

A. Methods of Enforcement

i. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
ii. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
iii. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is

wrongly blocked.

iv. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

i. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:

1. Loss of computer privileges;
2. Short-term suspension;
3. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
4. Other discipline as school administration and the school board deem appropriate.

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

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

A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.

B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Legal Reference: Children's Internet Protection Act and Protecting Children in the Twenty-First Century Act; Children's Online Privacy Protection Act (COPPA); 47 C.F.R., Ch. 1.

POLICY 5063 AUDIO & VIDEO RECORDING

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

Classroom Recordings by Staff. Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.
Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies. For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students. Students may make audio or video recordings of classroom lectures or discussions:
(1) For their convenience after providing notice to the classroom teacher and receiving the teacher's permission; (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission; (3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings. Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

POLICIES & PROCEDURES

POLICY 5022 INVESTIGATIONS, ARRESTS & OTHER STUDENT CONTACT BY LAW ENFORCEMENT OR HEALTH & HUMAN SERVICES

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any

questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

School Related Criminal Activity. This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parents.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officers.

Non-School Related Criminal Activity. Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

Taking a Student into Custody. Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and 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.

Child Abuse and Neglect. When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79-294.

Student Records. Student records will be shared with law enforcement officers only as allowed by state and federal law.

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483
E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481.
For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

PARENT CONCERN PROCEDURES

The policy of the Ralston School District is to solve problems at the level at which they occur. If a parent has a concern about anything that has happened at school, they should contact the person who has the most information about the matter. In most instances this will be the student's classroom teacher. Parents/guardians are encouraged to work with building principals to bring about resolution(s).

When a concern relates to a special area (such as physical education, music, art or media) that teacher should be contacted. If, after conferencing with the teacher, a satisfactory solution has not been reached, the principal of the building should then be contacted.

RECORDS AVAILABLE FOR REVIEW

Parents/guardians may review their child's files and records at any time. The building principal is responsible for maintaining and protecting the privacy of such files. Outside agencies, such as, but not limited to, physicians, probation officers, psychologists, child guidance clinics, and other reputable agencies who are working with the child, may access these files with parental/guardian consent or by court order. (Policy 5016)

Schools are required to provide information concerning the progress and activities of a student to the custodial and non-custodial parent equally, unless restricted by court order. If a restriction is to apply, a copy of the certified court order outlining the rights and restrictions must be placed on file in the school office. A copy of the school's files or records concerning a student will be provided at no charge, upon request, to any public or private school to which the student transfers. The building principal may authorize a total charge of $1.00 for copies of student records that are not being mailed to another school district for transfer purposes.

GRIEVANCE PROCEDURE FOR DISCRIMINATION CLAIMS

Grievances, complaints, and communications should be initiated and processed in the following manner. This procedure is to be followed for any and/or all alleged acts of discrimination.

1. If a student has a grievance or complaint, the person should present the matter to the building principal in an effort to resolve the problem informally. The grievance or problem should be signed and dated by the building principal.
2. If the principal has the authority to resolve the problem it will be done as quickly as possible. If the principal does not have the authority it shall be reported to the superintendent in a timely manner.
3. Within 10 days, if the principal has not resolved the grievance, the aggrieved party may provide a written, signed, and dated copy of the grievance to the superintendent.
4. Within 10 days of the superintendent's decision, the aggrieved party may provide a written, signed, and dated copy of the grievance to the president of the board of education. The superintendent may also provide a copy of the grievance to the president of the board of education if the superintendent believes the problem is policy and not administration.
5. The Board of Education shall make an investigation, either as a board or as a committee, and shall provide the aggrieved party an opportunity to appear before the full board in person, either privately or accompanied by legal counsel, with the right to present facts and witnesses in full hearing. At the conclusion of the investigation, the Board of Education shall, within 30 calendar days, render its determination in writing.

NOTICE TO PARENTS - PROFESSIONAL QUALIFICATIONS

As a parent of a student in Ralston you have the right to know the professional qualifications of the classroom teacher who instructs your child or if there will be a change in staff for more than four weeks of student contact days. Under the Every Student Succeeds Act, federal law allows you to request certain information about your student's classroom teacher. The law also requires the district to give you this information in a timely manner upon request. Listed below is the information about which you have the right to know:

- *Whether the Nebraska Department of Education (NDE) licensed or endorsed your student's teacher for the grades and subjects taught.*
- *Whether NDE has decided that your student's teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.*

- *The teacher's college major; whether the teacher has any advanced degrees, and if so, the subject of the degrees. Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.*

Please contact the Executive Director of Human Resources if you would like to receive any of this information at 402-331-4700.

TESTING POLICY

The Ralston School District follows the required state guidelines for standardized testing. The Board of Education shall receive an annual written report consisting of the results of all components of the school system performance program including, but not limited to, standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, follow-up studies of graduates, and learning climate surveys. These reports shall be made available to all patrons of the district. (Polices IL and ILC)

1. Copies of the most recent standardized and criterion-referenced tests used in the district will be available for parental/guardian review. Requests should be made to the building principal. In the case of secure tests, such as the ACT, parents/guardians must contact the publisher.
2. Parents/guardians may obtain individual test results of their child by contacting the teacher or building principal.
3. Building principals will excuse a student from specific tests through written request by the student's parents/guardians when they object on political, moral, or religious grounds.

Parents have the option to opt out of NAEP, but not out of state mandated assessments. To opt out of a state NAEP assessment a parent/guardian must provide a written notification to the school principal prior to the beginning of the assessment window.

PARENTAL/GUARDIAN NOTIFICATION OF STUDENT SURVEYS

All internal surveys which are intended to gather information from students in the district will be approved by the building principal prior to being made available to students. Student participation in surveys is voluntary.

All surveys from external sources will be approved by the Superintendent. Student participation in surveys is voluntary. Parents/Guardians will be notified in writing prior to school district participation in surveys by students and may restrict their child from participating in any survey through written request.

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may

be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

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

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

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

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

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

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

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

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

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

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

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

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

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and

evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the

parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

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

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

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

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

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

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

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

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

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

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

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

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

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific

incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

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

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

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

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

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

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

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

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in

wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide non-vocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances**.

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

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not

constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

RALSTON MIDDLE SCHOOL
2022-2023 STUDENT / FAMILY HANDBOOK

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ADMINISTRATIVE OFFICES

8545 Park Drive
Ralston, Nebraska 68127
402-331-4700
http://ralstonschools.org

RALSTON MIDDLE SCHOOL

8202 Lakeview Street
Ralston, Nebraska 68127-2777
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MIDDLE SCHOOL ADMINISTRATION

Andy Parizek, Principal
Steve Schrad, Assistant Principal & Activities Director

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June, 2022

Welcome to Ralston Middle School!

The entire staff at RMS welcomes you to a new and exciting year. It is our goal to make this school year the most successful and memorable in your school career.

Please take time to review this handbook as a family. The purpose of this handbook is to provide families with information on policies and procedures for Ralston Middle School. You will see a clear commitment to ensuring a safe and positive environment for learning to take place. Much of this information pertains to expectations and procedures for students. If we were to summarize the expectations at Ralston Middle School, they basically come down to **being safe, being respectful and being responsible**. Acting safe and making choices that ensure your physical and mental well-being are critical. Respect for yourself, others and property is a key expectation. If everyone is respected, the school is a much better place for learning. Responsibility for your learning, your actions, and your growth is also a key to success in middle school. With both of these in place, the sky's the limit and your middle school years will be a time of great growth and success for you.

Through a caring school, family, and community partnership, the goal of preparing students to become responsible and respectful individuals in a safe and challenging environment will remain a central focus of Ralston Middle School.

Have a great year!

Andy Parizek
Principal

Steve Schrad
Assistant Principal / Activities Director

School Handbooks are based on Board of Education Policies
www.ralstonschools.org / Board Of Education

Purpose Statement of Ralston Public Schools
A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope and inclusion.

Direction Statement
Cultivating resilient citizens prepared for the diverse demands of the future.

Ralston Public Schools Believe . . .

- The educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

Board of Education policies can be accessed at the school building office and on the district website - www.ralstonschools.org

Ralston Middle School Vision
Using the power of positive relationships, the community of Ralston Middle School will work to foster life-long responsibility and resiliency in all students.

Ralston Middle School Guiding Mantra
Responsibility. Relationships. Resiliency.

Ralston Middle School Collective Commitments
Approach each day with a **positive** attitude.
Show **flexibility**.
Communicate clearly, honestly, and openly.
Be **committed** to making yourself and others better.
Practice **patience** and **empathy**.
Be **engaged** in your learning.
Collaborate as a team.
Respond to adversity with **resilience**.

Mass Communication with Families
To ensure effective and timely communication between our school district, staff, and school patrons, Ralston Public Schools uses a mass messaging system. This program allows our middle school to reach students and families about important events by phone, email, text, and through the RPS Mobile App. Also, it can serve as an information system to communicate student absences, school cancellations due to inclement weather, and crisis situations that may arise. Messages come in the form of a pre-recorded phone call, a text, a push alert, or an email.

Bell Schedule

Ralston Middle School
Building-wide Bell Schedule
2022-2023 School Year

Bell Schedule (Non-WIN Time)
(Monday - Thursday - 44 minute class periods)

7th grade

- Period 1 - 8 to 8:46 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:48 to 9:32 am
- Period 3 - 9:34 to 10:18 am
- Period 4 - 10:20 to 11:04 am
- Period 5 (Lunch and Homeroom) - 11:06 am to 12:06 pm
  - 7A lunch - 11:06 to 11:36 am
  - 7B lunch - 11:21 am to 11:51 am
- Period 6 - 12:08 to 12:52 pm
- Period 7 - 12:54 to 1:38 pm
- Period 8 - 1:40 to 2:24 pm
- Period 9 - 2:26 to 3:11 pm (1 extra minute for Afternoon Announcements)

8th grade

- Period 1 - 8 to 8:46 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:48 to 9:32 am
- Period 3 - 9:34 to 10:18 am
- Period 4 - 10:20 to 11:04 am
- Period 5 - 11:06 to 11:50 am
- Period 6 (Lunch and Homeroom) - 11:52 am to 12:52 pm
  - 8A lunch - 11:56 am to 12:26 pm
  - 8B lunch - 12:11 to 12:41 pm
- Period 7 - 12:54 to 1:38 pm
- Period 8 - 1:40 to 2:24 pm
- Period 9 - 2:26 to 3:11 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (WIN Time)
(Monday - Thursday - 40 minute class periods)

7th grade

- Period 1 - 8 to 8:42 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:44 to 9:24 am
- WIN Time - 9:26 to 9:56 am
- Period 3 - 9:58 to 10:38 am
- Period 4 - 10:40 am to 11:20 am
- Period 5 (Lunch and Homeroom) - 11:22 am to 12:22 pm
  - 7A lunch - 11:22 to 11:52 am
  - 7B lunch - 11:37 am to 12:07 pm
- Period 6 - 12:24 to 1:04 pm
- Period 7 - 1:06 to 1:46 pm
- Period 8 - 1:48 to 2:28 pm
- Period 9 - 2:30 to 3:11 pm (1 extra minute for Afternoon Announcements)

8th grade

- Period 1 - 8 to 8:42 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:44 to 9:24 am
- WIN Time - 9:26 to 9:56 am
- Period 3 - 9:58 to 10:38 am
- Period 4 - 10:40 am to 11:20 am
- Period 5 - 11:22 am to 12:02 pm
- Period 6 (Lunch and Homeroom) - 12:04 to 1:04 pm
  - 8A lunch - 12:14 to 12:44 pm
  - 8B lunch - 12:29 to 12:59 pm
- Period 7 - 1:06 to 1:46 pm
- Period 8 - 1:48 to 2:28 pm
- Period 9 - 2:30 to 3:11 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (Early Release)
(Friday - 31 minute class periods)

7th grade

- Period 1 - 8 to 8:33 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:35 to 9:06 am
- Period 3 - 9:08 to 9:39 am
- Period 4 - 9:41 to 10:12 am
- Period 8 - 10:14 to 10:45 am
- Period 9 - 10:47 to 11:18 am
- Period 5 (Lunch and Homeroom) - 11:20 am to 12:20 pm
  - 7A lunch - 11:20 to 11:50 am
  - 7B lunch - 11:35 am to 12:05 pm
- Period 6 - 12:22 to 12:53 pm
- Period 7 - 12:55 to 1:28 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (Early Release)
(Friday - 31 minute class periods)

8th grade

- Period 1 - 8 to 8:33 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:35 to 9:06 am
- Period 3 - 9:08 to 9:39 am
- Period 4 - 9:41 to 10:12 am
- Period 8 - 10:14 to 10:45 am
- Period 9 - 10:47 to 11:18 am
- Period 5 - 11:20 to 11:51 am
- Period 6 (Lunch and Homeroom) - 11:53 am to 12:53 pm
  - 8A lunch - 12:03 to 12:33 pm
  - 8B lunch - 12:18 to 12:48 pm
- Period 7 - 12:55 to 1:28 pm (1 extra minute for Afternoon Announcements)

Homeroom/ Advisement

Building-wide Homeroom/ Advisement and Lunch Schedule (Monday, Tuesday, Wednesday, Thursday, Friday - 30 minutes for Homeroom/ Advisement and 30 minutes for Lunch) -

Monday - *DEAR (Drop Everything And Read) / Read Alouds / Academic Vocabulary*
Tuesday - *Choose Love Movement / Character Education*
Wednesday - *Planner and Grade Checks / MAP Goal Setting / Academic Study Hall*
Thursday - ~~*MAP Accelerator /*~~ *Math Problem of the Week / Math Facts*
Friday - *Team Building*

Advisement is a program that builds meaningful relationships between students and teachers. Every student should have at least one advocate and trusted adult in the building. Your advisement teacher/ advisor will play a key role in helping you see and meet your potential by doing the following -

- Help students make friends, develop positive peer group relationships and a sense of belonging
- Provide an orientation to Ralston Middle School and the student handbook
- Teach, reinforce, and build character as a middle school student working together with our classroom community
- Help students develop a sense of academic purpose and personal commitment to educational goals
- Help students achieve academic success by developing organizational skills, time management skills, effective study habits and academic support
- Develop the skills, attitudes and behaviors that will help students function productively
- Reinforce the values of respect, responsibility, personal safety and accountability through character

WIN (What I Need Time)

Our goal is for all students to learn at high levels. We know students do not always learn at the same rate. WIN Time provides time in the middle school schedule for re-teaching, homework assistance, and enrichment. In the past, students have had to retake assessments or get help from a teacher before school, during lunch time, or after school. WIN Time allows teachers to give students what they need based on identified priority standards in the content areas during the school day.

Responsible and Respectful Behavior

You are expected to conduct yourself appropriately and to cooperate with the requests of all staff members.

Your teachers will teach you the student's expectations. Teachers will communicate with you when you are not meeting the expectations for student behavior. Teachers will also notify your parent/guardian if you fail to meet classroom expectations.

Guidance Counselor

There are times when we all get down on ourselves and lose confidence. There is a caring and skilled counselor at Ralston Middle School to listen. If you need guidance or just need someone to listen to a problem, a counselor is here to listen to you. This person will work closely with your entire team and get to know you better through some team and advisement activities. Counseling services are available to every student in our school. Students can stop by the counselor's office to set up a time and to get a pass. Students must check in with their teacher before meeting with the counselor. If something is urgent and the counselor is not available, do not wait. Please visit with another staff member.

The counselor can help you with many things including:

- Academic success
- Attendance
- School / grade transition
- Selection of classes

- Peer / family concerns
- Study skills

The counselor will be in the classroom periodically to do guidance activities on topics such as:

- Making new friends
- Peer pressure
- Cliques
- Bullying
- Sexual harassment
- Setting goals
- Decision making
- Tolerance
- Diversity
- Self-esteem

Grading

Ralston Middle School uses a traditional grading scale for all courses:

- A = Superior = 92-100
- B = Above Average = 84-91
- C = Average = 76-83
- D = Below Average = 67-75
- F = Failure = 0-66
- I = Incomplete
- NM = No Mark
- P = Passing

As a student working to achieve success in the classroom, it is your responsibility to -

- Stay informed and use R-KIDS - www.RalstonSchools.org and look for the R-KIDS button near the district logo or click here.
- Visit with your teachers about their availability to work with you
- Remember learning takes effort both in and outside the classroom

~~**Student Recognition**~~

~~The RMS Honor Roll recognizes above average student academic performance. Students with the following semester grade point averages (GPA) will be recognized in the following categories -~~

- ~~Distinguished Scholar - 4.0-3.50~~
- ~~Outstanding Scholar - 3.49-3.00~~

~~No student shall be on the Distinguished Honor Rolls that has received a grade below a "B". No student shall be on any Honor Roll that has received a grade below a "C" and/or has an incomplete for the semester. All incomplete grades must be made up no later than one week after the conclusion of a quarter.~~

Ralston Middle School Academic Integrity Policy

To ensure our vision of creating a community of respect, responsibility, and academic excellence, we must demonstrate a high level of personal character and academic integrity.

Academic Integrity is:

- Completing and submitting work that is entirely your own, including words, thoughts, ideas, concepts, images, and data.
- Giving credit when you use other people's words, thoughts, ideas, concepts, images, or data in your work.
- Not plagiarizing or cheating when completing your work.

What is plagiarism?

- Plagiarism is submitting the works, ideas, images, or data from another person in any of your academic writing or projects, and claiming them as your own.

Examples of plagiarism:

- Copying and pasting a passage of text unchanged from an internet or online resource without citing the source.
- Copying slides from another student's PowerPoint and including them in your project.
- Copying pictures from Google Images and inserting those into your paper or project without citing the source (photographer's credit or location where the picture was found).
- Copying word-for-word from a printed resource (encyclopedia, magazine, etc.) and claiming it as your own.
- Copying an idea or format for a story or poem and claiming it as your own.

What constitutes cheating?

- Possession of unauthorized materials (cheat sheets, notes, etc.)
- Having someone else completing your work for you.
- Copying someone else's homework, allowing someone to copy your homework, or turning in someone else's work as your own.
- Using fake or fabricated quotes, references, or data in your work.
- Copying someone else's test, quiz, exam, or sharing answers during a test, quiz, or exam with someone else.
- Using technology to retrieve/ share answers, testing materials, etc.

Examples of academic cheating:

- Writing the answers to a test on your hand.
- Having your friend or sibling write an essay for you.
- Copying your friend's math homework, or allowing a friend to copy your homework.
- Inventing statistics or data to support your conclusions on a science experiment.

Consequences for Plagiarism and/or Cheating:

- Parents will be notified of academic misconduct by either the teacher or the principal.
- Students will be required to do another similar replacement assignment or exam to demonstrate accurate evidence of learning, or they can be required to retake or re-submit the work. If retaking or re-submitting the work, the student must complete this on their own time.
- Participation in extracurricular activities may be suspended until the issue has been fully resolved to the satisfaction of the principal.
- A student's academic misconduct can be confidentially communicated to their teachers.
- Appropriate consequences will be determined by the administration.

Textbooks and Book Covers

The school district loans textbooks to you. Keep them covered, clean, and protected because you will return them at the end of the semester or school year. You are responsible for their condition and may be fined up to the full cost of the book if there is abnormal wear or damage to any books you have been loaned. You may provide your own book covers, or your team teachers will have some free books covers available.

Lab equipment, sports equipment, instruments, computers, lockers, tables, chairs, and desks are all school property, and you are responsible for items in your care. Ralston Middle School is not responsible to pay for damages when another student steals, vandalizes or breaks another student's personal property.

Lockers (Policy 5036)
Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particular suspicion or reasonable cause.

The school loans lockers to each student as an area to keep coats, books, and other times that are needed for school. Students will have access to their lockers before school and after school. Lockers will be issued at the beginning of the school year. Students, students' possessions including, but not limited to purses, bags, and automobiles, may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is a violation of law or district policy, or which could cause bodily harm or damage to property. The refusal of a student to consent or submit to a reasonable search and/ or to surrender objects or substances found as a result of such a search may be grounds for discipline.

Each student is assigned their own locker. Students are not to share lockers for any reason.

- Lockers are school property.
- Lockers are subject to inspection at any time. This may include inspection by police dogs.
- Use only the locker assigned to you.
- Your locker combination is your personal business - DO NOT TELL YOUR COMBINATION TO ANYONE!
- Lockers must be kept in an orderly fashion at all times.
- Kicking lockers closed is not acceptable.
- Rigging lockers to open them without using the combination leaves all items in the locker susceptible to theft - Do not preset your locker to open.
- Never leave anything unlocked in the locker rooms.
- If your locker gets stuck, tell an office secretary, teacher, counselor, or administrator.

Building and Grounds
Your parents and the taxpayers in this school district pay for our educational programs, materials, and facilities. Any offender will pay for vandalism or careless use of property, and disciplinary actions will be taken by the administration. You are expected to care properly for the furniture, equipment, and building.

- Pick up your trash and the trash around you.
- Recycle paper.
- No open containers of pop or other liquid are permitted outside of the cafeteria, unless cleared as a legitimate medical condition.

Emergency Procedures
Various drills are held at regular intervals throughout the school year and are an important safety precaution. It is essential when these drills are held that everyone follows staff instructions promptly. Directions for each type of emergency will be reviewed by the teacher and posted in each classroom and within the student planner. If a student is in the hall during a Lockout, the student should return to their classroom. If a student is in the hall during a Lockdown, the student should go to the closest possible restroom.

Food Items
Food and beverage items should be consumed in the cafeteria. Exceptions would be special food days in classes or Advisement. Clear water bottles may be used in a respectful and responsible manner. Sunflower seeds will not be allowed in the building at any time. The permission of gum will be at the teacher's discretion.

Lunch
Parents, students, etc.are asked not to bring/ order in lunches from outside vendors to students or groups of students unless cleared through the principal's office. Students will be able to leave the building for lunch only with their parent or guardian.

Student Appearance (Policy 5031)
Any manner of dress, hair style, make-up, or personal hygiene that -

- Constitutes a threat to the safety, health, or welfare of the student or others;
- Violates any statute;
- Interferes with the education process, or that school officials can reasonably predict will interfere with the education process; or
- Causes or may cause excessive maintenance problems in the school may be grounds for corrective or disciplinary action.

The superintendent or their designee may institute specific dress code regulations in any school consistent with board policy.

Dress Code
The school dress code is based on the principle that student dress is the responsibility of each student's parents/guardians. For this reason, we feel that many of the restrictions on dress code and grooming should originate with the parent/guardian rather than with the school administration.

The dress code should allow for individualism and meet the current trend of changing styles. However, when a style becomes extreme, the matter will be discussed with the student. Students wearing clothing that is deemed inappropriate may be sent home or have proper clothing delivered by a parent or wear clothing stored in the office for dress code violations. Students who refuse to comply will face disciplinary action.

1. Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are -
    a. Not any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)
    b. No sagging pants.
    c. No pajama pants.
    d. No bare midriffs.
    e. No spaghetti straps, tank tops with less than 2 inch sleeves on each arm, or strapless tops may be worn.
    f. No pants/clothing with tears/missing fabric that reveals excessive skin.
2. Students must wear shoes or sandals at all times, no slippers.
3. Students will not be allowed to wear sunglasses, hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept IN LOCKERS during the day from 7:55 am to 3:14 pm. Bandana printed items may not be worn or displayed.
4. Coats are generally not needed in school and should not be worn in class unless a teacher determines coats are needed.
    a. What is NOT allowed? Any coat that is generally worn as an OUTSIDE coat for warmth is not allowed. Not allowed are heavy overcoats, ski jackets, rain wear, or any lined jackets.
    b. What IS allowed? One layer cotton lining inside a windbreaker, unlined windbreaker, and pullover or zippered sweatshirts are acceptable for indoor wear.
    c. Sweatshirts with hoods are allowed but the **hoods must be down at all times** during the school day.

Cell Phone/ Electronic Items (Policy 6025)
Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or outlined in student handbooks.

Media Center
All students enrolled in Ralston Middle School are entitled to borrow books from the school media center. A library ID card is not needed. During school hours, a student will be allowed to use the media center with a pass signed by a teacher. Books and periodicals taken out of the media center must be checked out at the circulation desk. Students should exercise good judgment when deciding the number of books to check out at one time. Reserved books, reference books, and encyclopedias may be checked out for one period or overnight only.

Physical Education
Physical Education is part of our curriculum. Every student is expected to participate unless excused as a part of legitimate medical conditions.

Should this be the case, we expect a doctor's written excuse stating the reason and the length of time the pupil will not be participating. These excuses will be renewable at the beginning of each school year. If a student has a doctor's written excuse, they will be unable to participate in athletic practice and events during that time. Parent/guardian written excuses may not amount to more than three (3) days for the school year. For any illness or injury that limits the student's activity longer than this, a doctor's written excuse is expected.

Proper gym shoes are required. Clothing for P.E. must follow the dress code policies.

Bikes
- Park bikes in the bike racks provided.
- LOCK your bikes at all times.
- The school is not responsible for lost, stolen, or damaged bikes.
- Non-licensed (e.g., mopeds, go-karts, mini bikes, etc.) motorized vehicles are prohibited on school property.

Lost and Found
Lost and Found is located in the main office. If you have lost a textbook, a sweatshirt, or anything else; just tell the secretaries in the office and they will help you locate the lost item. Quarterly, the Lost and Found is cleaned out, and items are given to charity.

Student Activities (Policy 6028)
The school day at RMS does not necessarily end when the bell rings at the end of the day. There are several opportunities for students after school, however, students need to report to the designated areas directly after school or bring a signed note if they are staying after with a teacher. **Students not participating in an after school opportunity are expected to be off school property by 3:30 pm.** If a student is participating in any extra-curricular activity, they must be present at school for at least four periods of the school day.

The opportunities listed below are available for students staying after school. Students involved must follow the school guidelines when staying after school.

Teacher Help Computer Labs Media Center Athletics Activities

Ralston Middle School programs are proud of the students, coaches and sponsors who contribute to make the activities programs a positive experience for its participants. Success in extracurricular activities cannot always be measured by the wins and losses of each program, but they must also be measured by the satisfaction and educational experiences received by the participants. The activities program also provides opportunities to assist participants in growing physically, mentally, and emotionally.

The element of competition, although it exists, is controlled to the point that it does not determine the nature of the programs. 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 behaviors prevail at all times to enhance the educational values of the contest.

The coaching and activities staff and administration believe that participation in activities and athletics, both as a participant and as a student spectator, is an integral part of the student's educational experiences. Such participation is a privilege that carries with it responsibilities to the school, the team, the student body, the community, and the students themselves. In their participation and in their conduct, they are representing all of these groups. Such experiences contribute to the knowledge, skill, and emotional patterns that they possess, thereby providing guidance in becoming better people and better citizens.

Safety

The District's philosophy is to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Player Responsibility - Listen to your Coaches/Sponsors

- Stop what you are doing and make eye contact.
- Be respectful while listening by displaying appropriate body language.
- Make a conscious effort to pay attention to detail.
- Respond to instructions immediately and in a positive manner.
- If you do not understand, raise your hand and ask questions.

Player Responsibility - Accept Coaching Instruction and Team Philosophies

- Understand that coaching is instructional. Learning the fundamentals of your sport/activity is integral in becoming the best you can be in that particular endeavor.
- If you feel frustrated, visit with your coach or sponsor at an appropriate time.
- Make only **POSITIVE** comments to your teammates - **SUPPORT ONE ANOTHER!**
- Remember your teammates are here for the same common goals!
- Respect your opponents- treat them how you would choose to be treated.
- Win with class. Lose with dignity.

Sports by season:

Fall (August – mid October)	Football, volleyball, cross country
Early Winter (end of October - December)	Boys basketball
Late Winter (December – March)	Girls basketball, wrestling
Spring (end of March – May)	Track

In order to participate in any sport, students must provide:

1. ***A physical exam to be kept on file at Ralston Middle School (dated after May 1st, 2022).*** Students will not be able to participate in any practices or games until this physical is received in our office. All

students entering seventh grade are required to have physical exams prior to enrolling at RMS. These also serve as the athletic physical during the student's seventh grade year.

2. ***A ONE TIME activity fee of $20.00*** *(paid each school year)*. Please make checks payable to Ralston Middle School.
3. ***Signed parent permission form and RECEIPT OF RALSTON MIDDLE SCHOOL 2022-2023 STUDENT HANDBOOK signature*** (part of student check-in packet).
4. ***Students must also have proof of health insurance***. Ralston Middle School provides NO insurance coverage. It is the responsibility of the parents to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or resulting in their participation in athletics. If a student needs health insurance, please stop in the office for an informational handout provided by Student Assurance Services.

Attendance Requirements

1. Attend practices regularly. Students may miss practices for the following reasons only: 1) family 2) church 3) involvement in another school activity 4) illness (absence from school that day)
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests, the participant should contact the coach or sponsor in advance by phone, with a written note, or by email. Any practice that is missed without prior contact with the coach will be assumed an unexcused practice.
3. On the day of a contest, performance or other activity, be in attendance for four periods of the school day. A student who is not in attendance for the four periods is ineligible for the contest, performance, or activity (*exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The principal or athletic director must approve the exception).*
4. 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 be going home ill and then returning to play in the contest later that day.
5. Students will have situations when they meet with teachers after school to make up tests or assignments. Academics are always the first priority. In this situation, students must:
    - Bring a note/pass from the teacher to their coach **<u>before</u>** practice begins. Some coaches may have you change into your practice clothes before meeting with your teacher.
    - Complete assignments with the teacher then return to practice.

However, if a student must serve a detention due to our RMS late work policy or for not meeting expectations for behavior in the classroom. Students must still possess a note/pass from the teacher in these situations so coaches are aware of the team member obligations with their teachers.

Equipment and Lockers

The athletic department will furnish equipment needed for each program. It will not furnish shoes or any equipment needed of a personal nature. All equipment checked out to a participant is their responsibility. Upon completion of the season, the equipment will be checked in to the coach. *If there is an item missing or damaged, the student must pay for the replacement cost.*

Students are provided a locker in the locker room to store practice clothing and equipment. *Students are to be responsible for locking all equipment and personal articles in their lockers during practice and game times.* Negligence in doing so could result in items being stolen. The school is not responsible for lost or stolen items.

Scheduled Practice Times

Students will receive a practice and game schedule from their coaches at the start of the sports season. Practices will be held from 3:25-5 p.m. During the winter sports season, there could be 6:00-7:30 a.m. practices on a rotating basis due to the availability of the gyms. However, please refer to the practice schedule received at the beginning of the season for exact practice times. These may vary. Please arrange your student to be picked up from practices and games on time.

Cancellation/Postponement Procedure:
There may be situations when we will need to postpone or cancel games or matches due to inclement weather. The following steps will be used to communicate to parents:

- An announcement will be made over the school intercom to alert students of the cancellation/postponement.
- Students will be allowed to use classroom telephones to contact parents.
- In the event that games are cancelled or postponed, no practices will be held after school.
- The cancellation/postponement will also be posted on our RMS website.

Facilities Usage
No one is allowed to be in the building or to use the athletic facilities without a coach or sponsor supervising. Any athlete using the weight room must also be supervised by coaching staff.

Transportation Policy
Activities may be conducted at locations other than Ralston Middle School. In some instances, Ralston Middle School will not provide transportation to the activity. Ralston Middle School is not responsible when students are provided transportation by a vehicle driven by others. In these instances, the responsibility and liability of the school and school officials is limited to the period from the participant's arrival at the event site and contact with the coach, sponsor, or assigned staff member, until dismissal from the event. All other liability for the child's safety lies with the parent, or their designated drivers.

Age Specific Information to Parents of Middle School Athletes
NSAA Eligibility Rule 2.3 – "Student is ineligible if 19 years of age before August 1 of the current school year." (Students in grades 7 or 8 may participate on a high school team if they are 15 years of age prior to August 1 of the current school year). Parents need to be informed that their child, who would be ineligible if they turn 15 years of age before August 1st of their 8th grade year of school or 14 years of age before August 1st of their 7th grade school year. Please contact your school's activities director for more information.

<u>Extracurricular Code of Conduct</u>
Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct
The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school. **The Code of Conduct also applies to participation in school-sponsored activities such as school dances, 8th grade end of the year celebration at Papio Fun Park, attendance at school events such as athletic contests and concerts, and other school sponsored events**.

A participant means a student who participates in, has participated in, or will participate in an extracurricular or school sponsored activity.

Any Ralston student is subject to disciplinary procedures for inappropriate actions that take place at their building of attendance, any other district building and/or school related activity, or for any other action prohibited by state statute.

While we cannot itemize every action of misconduct here, the following are the main areas of conduct, which may lead to disciplinary action, in-school suspension/suspension, expulsion from school, and/or loss of extracurricular participation privileges:

- The possession, use, sale, or transmission of tobacco, alcoholic beverages, drugs, or drug paraphernalia.
- The willful use of force, violence, threat, or insubordinate action.
- Gross disrespect for any student, school official, or employee. This includes the use of profanity or disrespectful speech or gestures toward another student or school employee.
- Stealing, willful damage, or destruction of school property or property belonging to another student or school employee.
- Continued behavior that seriously interferes with classroom instruction or other activities associated with school.
- Threatening or intimidation of other students, teachers, or anyone else connected with the school. This includes sexual, verbal, and physical harassment.
- Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any school building, on school grounds, in any vehicle, or at any school sponsored activity is prohibited.
- Truancy from school or failure to attend assigned classes or activities.
- Causing or attempting to cause physical injury to a school employee or to any student.

Students cannot participate in extracurricular contests, performances, practices, or attend other school activities on days of in school suspension and/or out of school suspension.

Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities shows evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

- Demonstrate the ability to balance academics with extracurricular participation. ***A student is ineligible to participate in extracurricular activity contests or performances for the following academic reasons:***
    - *If they have an F grade in one of their classes*
- Office staff will do grade checks. Students are ineligible until grades have been improved and a new grade check is completed by administration.
    - *If they are ineligible, they cannot participate in athletic contests, concerts, competitions, performances, school dances or other school sponsored activities for the entire week. However, the student will continue to attend practices during this time.*
- Academic requirements do not apply to:
    - *Instructional field trips which are a part of the scheduled course learning experience; or*
    - *Activities or events that are a part of the students' grade requirements.*

School Dances

A school-sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances.

In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

- Only Ralston Middle School students may attend the dance.
- Students who have been suspended from school or from extracurricular activities may not attend.
- The school reserves the right to exclude persons who may or do cause a disruption or detract from the event.
- Rules for dances may restrict students from leaving the dance until the dance ends without written parental permission on a form provided.

- Students who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
- Attire must meet school dress code requirements.
- Dances are scheduled after school from 3:25-5:00 p.m.
- ***Rides need to be arranged to pick up students at 5:00 p.m.***

Relationships Between Parents and Coaches/Sponsors

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone. Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

Conflict Resolution

In the event you have a concern about your student's participation on our teams and/or our programs, we ask that you use the following chain of communication to deal with the concerns:

1. First, ask your student to talk with the coach or sponsor about the concerns. This is an important life skill to teach your student and a very important first step in problem solving.
2. Second, if the issues have not been resolved by the coach or sponsor and student, then the parent/legal guardian should request a meeting with the coach or sponsor outside of class time, practice time, or event time. The coach or sponsor may request that the student attend this meeting.
3. Third, if these two steps have not succeeded, then the parent/legal guardian may request a meeting with the activities director at the school. The student and coach/sponsor will also be included in this meeting.
4. Fourth, if resolution has not been achieved, the parent/legal guardian and student may request a meeting with the principal, in which the coach or sponsor, parent, student, and assistant principal will attend. We hope the concerns can be addressed at the site level.
5. Topics that will not be discussed at any of these meetings will be playing time, game strategies, playing level, starters, student selections on teams, and comparison of students' skills. We as an administration believe it is the responsibility and right of the coaches and sponsors to determine the members of the team, the time and/or role earned by each student during each game and event, and to determine the strategies used during a game or event.

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purpose 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:

- **School Representative** - Student participants must demonstrate that they can and will represent themselves and their school in a manner that reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
- **Success** - Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Parent/Guardian Role in Communicating with Children

- Make sure your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.

- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, they will likely become disenchanted.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that their philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under their leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Parent/Guardian Role in Communicating with a Coach/Sponsor

- *Communication you should expect from your child's coach includes:*
    - Philosophy of the coach
    - Expectations the coach has for your child
    - Locations and times of all practices and contests
    - Team requirements
    - Procedure should your child be injured
    - Discipline that results in the denial of your child's participation
- *Communication coaches expect from parents:*
    - Notification of any schedule conflicts well in advance
    - Specific concerns in regard to a coach's philosophy and/or expectations
- *Appropriate concerns to discuss with coaches:*
    - The treatment of your child, mentally, and physically
    - Ways to help your child improve
    - Concerns about your child's behavior
    - Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance of trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
- *Issues not appropriate to discuss with coaches:*
    - Playing time
    - Team strategy
    - Play calling
    - Other student-athletes

Good Sportsmanship—Behavior Expectations of Spectators

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA sanctioned events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

- Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
- Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.

- Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
- Do not "boo," stamp feet or make disrespectful remarks toward players or officials.
- Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
- Know that noise makers of any kind are not proper for indoor events.
- Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
- Stay off the playing area at all times.
- Do not disturb others by throwing material onto the playing area.
- Show respect for officials, coaches, cheerleaders, and student-athletes.
- Pay attention to the half-time program and do not disturb those who are watching.
- Respect public property by not damaging the equipment or the facility.
- Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
- Refrain from the use of alcohol, tobacco, and drugs on the site of the contest.

Concussion Awareness (Policy 6034)

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

1. Require all coaches and trainers to complete one of the following online courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury -
    a. Heads UP Concussions in Youth Sports
    b. Concussion in Sports—What You Need to Know
    c. Sports Safety International
    d. ConcussionWise
    e. ACTive™ Athletic Concussion Training for Coaches
2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
    a. The signs and symptoms of a concussion;
    b. The risks posed by sustaining a concussion;
    c. The actions a student should take in response to sustaining a concussion, including the notification of their coaches; and
    d. Acknowledgement of receipt of information by both parent/guardian and the student.

A student who participates on a school athletic team must be removed from a practice or game when they are reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed healthcare professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

1. has been evaluated by a licensed health care professional;
2. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
3. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

1. the date and approximate time of the injury suffered by the student,
2. the signs and symptoms of a concussion or brain injury that were observed, and
3. any actions taken to treat the student.

The school district will not provide for the presence of a licensed healthcare professional at any practice or game.

School officials shall deem the signature of an individual who represents that they are a licensed healthcare professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall be the guidance provided by the Nebraska Department of Education entitled "Bridging the Gap from Concussion to the Classroom," and accompanying materials and future supplements. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

School Handbooks are based on Board of Education Policies - www.RalstonSchools.org

Routine Directory Information (Policy 5017)
The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters

will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

Parent Involvement in Education Practices (Policy 5018)
The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NeSA assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
    b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
    a. Building principals may excuse a student from any single school experience at the parent's written request.
    b. When appropriate, alternative experiences will be provided for the student by the school.

4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
    a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
    b. State Assessments
        i. The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.
    c. National Assessment of Educational Progress
        i. As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.
        ii. The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.
7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
    a. The principal must approve all surveys intended to gather information from students before they are administered to students.
    b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Field Trip (Policy 6027)

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

General Conditions

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

Parental Permission

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

Supervision

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Student Conduct
Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Parental/Guardian Access to Student Records (Policy 5016)
The school district shall manage student records and reports as is necessary for effective administration and in compliance with the law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district.

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is SIMS.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when they have a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Parent/Guardian Notification of Student Surveys (Policy 5015)
The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

Surveys

a. Surveys Created by a Third Party
    i. This section applies to every survey:
        1. that is created by a person or entity other than a district staff member or student;
        2. regardless of whether the student answering the questions can be identified; and
        3. regardless of the subject matter of the questions
    ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
b. Surveys Requesting Particular Sensitive Information
    i. Sensitive information shall include:
        1. Political affiliations or beliefs of the student or the student's parent(s);
        2. Mental or psychological problems of the student or the student's family;
        3. Sexual behavior or attitudes;
        4. Illegal, antisocial, self incriminating, or demeaning behavior;
        5. Critical appraisals of other individuals with whom respondents have 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 student or student's parent(s); or
        8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
    ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
    iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
    iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
    v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
c. Survey Inspection Requests
    i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
    ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
    iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations
    a. The term “invasive physical examination” means:
        i. any medical examination that involves the exposure of private body parts; or
        ii. any act during such examination that includes incision, insertion, or injection into the body; and
        iii. does not include a hearing, vision, or scoliosis screening.
    b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
        i. required as a condition of attendance;
        ii. administered by the school and scheduled by the school in advance; and
        iii. not necessary to protect the immediate health and safety of the student, or of other students.
    c. This policy does not apply to any physical examination or screening that:
        i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
        ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.)
        iii. is otherwise authorized by Board policy.
3. Collection of Personal Information from Students for Marketing
    a. The term “personal information” means individually identifiable information including:
        i. student’s and parent(s)’ first and last name;
        ii. home or other physical address;
        iii. telephone number; and/or
        iv. social security number.
    b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
    c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
        i. postsecondary education recruitment;
        ii. military recruitment;
        iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
        iv. student recognition programs.
4. Inspection of Instructional Material
    a. Definition
        i. The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
        ii. The term does not include academic tests or academic assessments.
    b. Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.
    c. Curriculum inspection requests must be made to the building principal in writing.
    d. Building principals shall respond to inspection requests within a reasonable amount of time.
5. Notification of Rights and Procedures
    a. The superintendent shall notify parents of:
        i. this policy and its availability upon request from the office of the district;
        ii. how to opt their child out of participation in activities as provided for in this policy;
        iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
        iv. how to request access to any survey or other material described in this policy.

b. This notification shall be given to parents at least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Investigations, Arrests, and Other Student Contact by Law Enforcement and HHS (Policy 5022)
The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before their teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

School Related Criminal Activity
This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by their designee; or at a school-sponsored activity or athletic event.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning. The

student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of their rights against self-incrimination.

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contact with law enforcement officer.

Non-School Related Criminal Activity
Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

Taking a Student into Custody
Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, a court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and 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.

Child Abuse and Neglect
When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because they are believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of Neb. Rev. Stat. § 79-294.

Student Records
Student records will be shared with law enforcement officers only as allowed by state and federal law.

Audio and Video Recording (Policy 5063)
Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be

republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

Recordings Made by The District
The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

Classroom Recordings by Staff
Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

Prohibited Recordings by Students
Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students
Students may make audio or video recordings of classroom lectures or discussions:
(1) For their convenience after providing notice to the classroom teacher and receiving the teacher's permission;
(2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission;
(3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings
Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Notice of Non-Discrimination (Policy 3053)
The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

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

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483

E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481.
For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

Title IX Policy (Board Policy 3057)
It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

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

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

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

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

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

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

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

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

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

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

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

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

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

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

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

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

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

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

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

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

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

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

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

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

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

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

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

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

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

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

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional,

limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

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

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

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

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

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

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. quality that may result in a chorus or choruses of one or predominantly one sex.

5.10. **Classes and Extracurricular Activities.** The district may provide non-vocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

6. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

6.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

6.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

7. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

8. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

8.1. **Specific Circumstances**.

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

8.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

9. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

10. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

11. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.
12. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Compulsory Attendance and Excessive Absenteeism (Policy 5001)

Required Attendance

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

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

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

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

Discontinuing Enrollment – 5 Year Old Students

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

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at their discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

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

Reporting Excessive Absenteeism
The building administrator shall report to the county attorney of the county in which the student resides when the school has documented the efforts made that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful and that the child has been absent more than 20 days per year.

Pregnant and Parenting Students (Policy 5008)
Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation
   A. Generally - Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan will include:
      1. The provision of online courses if the student cannot regularly attend classes;
      2. The arrangement of meeting times with teachers;
      3. The identification of child care providers that meet statutory requirements for quality and care if the student has not identified appropriate child care; and
      4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators, which will include, but not be limited to, the modification of attendance policies.
   B. Students with Disabilities - For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding
   A. Accommodations
      1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
      2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
      3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.
   B. Educational Process - In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Absence Procedures
Good school attendance and punctuality are important and closely related to success in school.

- When a student is to be absent from school, **a parent or guardian must notify the attendance secretary.** The attendance secretary is available at 7:00 a.m. To help us ensure student safety, please call 402-331-4701 before 8:30 a.m. If the school has not received a call, the school shall call the

parent/guardian to verify the student's whereabouts. Parents/guardians are expected to call each day that the student is to be absent from school, unless other arrangements have been made.
- Following an absence, a student must report to the office with a note from home explaining the reason for the absence, if the parents did not previously call the attendance secretary.
- Students may not leave school at any time before dismissal without prior parental permission.
- Calls to remove a student from school due to illness during the school day must come from the nurse's office (not personal cell phone or classroom phone).
- Please arrange for absences for reasons other than illness and family emergencies as far in advance as possible. If a student is on a school-sponsored trip, the absence is considered an activity and does not count against their absent total or their perfect attendance. If the student is going with parents, it is a permissible absence, though it will count towards their number of absences for the year. In either case, students are required to get assignments in advance and complete as much as possible in advance. Students may or may not be excused from school to participate in trips sponsored by outside organizations.
- Students are expected to be in their classrooms and in their seats when the tardy bell rings.

Unexcused Absences
Students can gain the most from their education if they attend classes on a regular basis. All absences must be with the permission of parents and the proper school officials. If a student is absent without being properly excused, it can be considered a truancy. A truancy is defined as follows: After leaving home, a student does not attend school, does not attend a class, overtly refuses to attend school, or leaves school after arrival without permission of school officials.

Habitual Truancy/Notification
Habitual truancy is defined as excessive absences or tardies, which inhibit a child's ability to be successful in their education. Excessive absences are best resolved when the parents/guardians, school, physicians, and the community work together.

Parents/guardians are asked to notify and work with building administrators or assignees regarding reasons for absences and any extended or recurring illnesses or family emergencies involved. Illnesses of 3 days or more will require a doctor's note. If illness continues to be a reason for absences, a form will be given to the parents or mailed to the doctor's office to be completed by the student's physician. School authorized or sponsored activities, trips, and all suspensions and expulsions that may result in absence from classes are not counted as absences from school for truancy purposes.

A student who is absent 5 days or the hourly equivalent per quarter will be reported to the building administrator.

The building administrator is required to render all services in the school district's power to compel the student to attend school including:
- One or more meetings with the parent/guardian and child, if necessary, to report and attempt to solve the truancy problem.
  Educational counseling provided by the school counselor or student assistance team.
- Educational evaluation and specific efforts by the school to help remedy any condition diagnosed.
- Investigation by review of records and documented interventions by the school social worker. If the school social worker determines further review is needed, they will meet with appropriate school personnel, the parent/guardian, and child to discuss the need for interventions and/or referral to appropriate community services.

Upon accumulation of 10 recorded absences, a form letter will be sent to the parent/guardian of the child notifying them of the school attendance policy and the Nebraska Compulsory Attendance Law.

Upon accumulation of 15 recorded absences, a form letter will be sent to the parent/guardian of the child notifying them of the school attendance policy, the compulsory attendance law, and the school's requirement to notify the county attorney after 20 school absences are reported.

A student who reaches 20 absences **(regardless of whether any of the absences were excused)** will be referred to the Douglas County Attorney's Office as habitually truant as required by law (79-209).

The Ralston Board of Education authorizes the Ralston School District to render all services in its power to compel a child who has accumulated five days of unexcused absences per quarter, or the hourly equivalent, to attend some school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior.

Leaving School Early
To ensure the safety of our students, we are requiring that when a student is being picked up by you, the parent/guardian, or anyone else, that proper I.D. be shown. The person picking up the student must be on the Family Information Sheet. If the person is not on the information sheet, we will not allow the student to leave the school with this individual.

Student Bullying (Policy 5054)
Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

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

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district's anonymous platform safe2help located at www.Safe2helpNE.org or at 531-299-7233 to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or their designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's anti-discrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team or other resources as appropriate.

Bullying Prevention and Education. Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

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

Student Discipline (Policy 5035)

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what they are accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less then twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such a board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by their designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;

e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks, pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon;
m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charges.

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of their 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 themselves, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardians or representatives from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

Student Conduct

Ralston Middle School will incorporate into its discipline policy a combination of the following:

- Detentions
- Parent Contact

- In-school Suspension (I.S.S.)
- Out of School Suspension (O.S.S.)

Based on the decision of the RMS staff and administration and the severity/seriousness of the incident students may be assigned the appropriate penalties above or other consequences, as necessary.

Tardy Procedures
Being on time is an important life skill that all students need to learn and model to become successful in current and future endeavors. Because we believe strongly in this life skill, we fully expect students to arrive at their classrooms on time and ready to learn. We have a general discipline continuum that will be followed for students who are chronically late to class. Remedies may include but are not limited to detention, in-school suspensions, and/or loss of privileges.

Restricted Lunch Assignment
If you are assigned to restricted lunch you are to:
- Check into the office to determine placement for your lunch detention.
- Be responsible for cleaning up your area when you are done with lunch.
- If behavior during lunch detention does not meet expectations, or if students do not take the responsibility to serve these detentions, additional detentions will be assigned.
- Be present for the assigned number of days. Absences will not count for days assigned.

In-Service Days
At the decision of the administration, students may be assigned to In-service Days or student vacation days for the following misconduct:
1. Truancies or chronic tardiness to classes.
2. Vandalism/Stealing.
3. Fighting.
4. Cheating/Missing work
5. Gross disrespect toward school officials/employees.
6. Threatening or intimidation of other students/school officials. This includes sexual, verbal, or physical harassment.
7. Behavior that seriously interferes with classroom instruction or other activities associated with school.

This time affords students an opportunity to serve discipline obligations, attend school full time, and take advantage of the educational opportunities regular school attendance affords. It also gives students an opportunity to complete work usually done at home. All school rules apply to students while attending these days. In-Service Days begin at 8:00 a.m.

In-School Suspension
At the discretion of the administration, a student may be assigned to in-school suspension if they have violated a major rule or are continually disruptive in class. Students are disciplined through isolation from the regular class atmosphere, restricted periods of silence, and strict observance of other rules. Failure to comply with the following guidelines could result in additional time assigned to in-school suspension or out-of-school suspension.

Guidelines for In-School Suspension
- Students are to be responsible for bringing all needed materials.
- Students will be given a work schedule to structure their day.
- Students are to complete all assignments given to them by their teachers.
- Students may be required to complete a suspension-learning packet, which will be related to the offense for which they were assigned in-school suspension, or the student may be required to complete a think sheet.
- An in-school suspension day begins at 8:00 a.m. and concludes at 3:24 p.m.

Grounds for Emergency Exclusion (Policy 6031)
Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law -

1. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
2. If the student's conduct presents a clear threat to the physical safety of themself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

Notification of Student's Parent(s) or Guardian(s)
The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

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

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

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

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

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

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

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

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

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

Presence of Student and Witnesses at the Hearing
The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in their own defense and may be questioned on such testimony, but may choose not to testify.

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

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

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

District Drug Policy
The School District of Ralston is concerned about the academic growth and the personal welfare of every person associated with the schools. The misuse of alcohol, marijuana, or other chemicals can seriously interfere with one's health. This is essentially true of teenagers since adolescence is a period of rapid change and important personality integration. The inappropriate use of alcohol and other chemicals can not only hinder academic achievement but also affect physical health and even block personal growth.

It shall be the policy of the School District of Ralston to take positive action through education, counseling, parental involvement, medical referral, and police referral in the handling of incidents in the school involving the possession, sale, and/or use of behavior affecting substances. These substances shall include, but are not limited to, marijuana, LSD, glue, alcohol, barbiturates, and other controlled chemical substances.

Inspection of school district property for the location of drugs, narcotics, liquor, weapons, poisons, and missing properties are matters relating to health and safety and may be regarded as reasonable purposes for such inspection by school personnel.

Drug and Chemical Use
When a student is found using, possessing, or under the influence of alcohol, marijuana, drug paraphernalia, or other illegal drugs, the following disciplinary actions will be taken -

1. The police will be contacted in all cases of possession of suspected illegal drugs and/or alcoholic beverages.
2. The student will be suspended from school for up to five days pending recommendation from their parent(s) to meet with the administration of Ralston Middle School. Additional disciplinary action may be invoked if the student participates in extracurricular activities or athletics.
3. Repeat occurrences of illegal drug or alcohol abuse will lead to expulsion proceedings.

Use of Tobacco Products (Policy 3016)
The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services (Policy 5022)
Investigations and Arrests by Police or Other Law Enforcement Officers Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall not allow law enforcement officers access to students to conduct an investigation during school hours unless the officers are investigating charges that the student has been the victim of abuse or neglect. Contact between the school and law enforcement authorities on matters involving students shall be made through the office of the superintendent or principal and the law enforcement officer.

Law enforcement officers may talk to a student away from the school before or after school hours, and they should be encouraged to do so. Law enforcement officers shall be allowed to conduct an interview at the school only when the interview is conducted at the request of the school or when they can show that special circumstances exist. This determination should be made by the appropriate building principal or superintendent. Law enforcement officers should be permitted to interview students on school grounds only after providing the superintendent or appropriate building principal with a statement in writing that the law enforcement officer has reason to believe and does believe that the student is the victim of child abuse or neglect perpetrated by the child's parent(s) or some other member of the child's immediate family or household, and that the law enforcement official wishes to interview the student regarding such abuse or neglect.

Throughout this process, all attempts should be made to avoid embarrassing the student before their teachers and peers, and to avoid disrupting the student's and school's education program.

1. Law enforcement officers should be permitted to take custody of a student if they possess an arrest warrant or if they otherwise assert a lawful basis for doing so. Whenever possible, the arrest or release of the student should be conducted in the building principal's office and out of the view of other students. When a principal or other school official releases a minor student to a law enforcement officer for the purpose of removing the minor from the school premises, they shall take immediate steps to notify the parent, guardian, or other responsible adult regarding the release of the minor to the officer and 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. If the law enforcement officer indicates that the child is being taken into custody because the child is the victim of suspected child abuse, the principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign the statement appended hereto certifying that the child is being removed from school premises because they are believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79294.

2. Law enforcement personnel shall not be allowed to roam about the school until the student is found, and shall remain in the administration office while school personnel seek the student. A district employed SRO may move about the building as needed.
3. If possible, the education program of the student should not be disrupted to allow for police questioning of the student during class time.
4. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.
5. If law enforcement officers are to be allowed to question a student under the age of 18, the principal or school official shall make a reasonable attempt to notify the child's parents before questioning begins, except in cases of suspected child abuse or child neglect involving the parent or other family member. The parents should be given the opportunity to come to the school prior to the questioning.
6. If the parents are notified and are able to attend, they should be allowed to be present at the interview. The principal or designee should be present at the interview, but should not take part in any questioning. The principal or designee should remain a neutral observer at all times.
7. School representatives may search lockers, personal belongings, and cars that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags.
8. The district superintendent or designee may authorize the use of trained sniffer dogs for detection of illegal drugs, explosives and/or contraband at any time.
9. The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) on school property.

Use of Sniffer Dogs (Policy 3045)

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where students and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff

handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

Notice to students and staff

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Firearms and Weapons (Policy 5049)

Weapons

No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitors under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. ***Definition of Weapon.*** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms

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

Exceptions Regarding Firearms

The prohibition against firearms does not apply to:

1. The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
2. Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
3. Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
4. Firearms contained within a private vehicle ***operated by a non student adult*** that are not loaded ***and*** are encased or are in a locked firearm rack that is on a motor vehicle; or
5. A handgun carried as a concealed handgun by non student adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on their person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box

securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

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

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

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

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

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

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

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

Visitors (Policy 3056)
The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following
    A. Disruption to the educational environment;
    B. Distraction to students and staff;
    C. Confidentiality for students and staff;
    D. Safety of students and staff.

II. Parent/Guardians

A. Parents wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator as defined by the building handbook.
B. Parents attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
C. Parents attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
D. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class.
E. All visitors will report to the school office.

III. Visitation by Students
A. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
B. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian
C. Non-students (graduates, etc.) will not be allowed to visit in a building without special permission from the building principal.

IV. Program Visitation
A. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

Student Illness

Medical. A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. **The person picking up the student must do so within one hour of being contacted.**

If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents' expense, and the student will be transported to the nearest hospital.

Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

First Aid. The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and support under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Parents must complete emergency information for each child enrolled in the district. The information should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Immunizations (Board Policy 5010)
In compliance with Nebraska Law 79-217, each student wishing to enroll in the school district is required to be immunized against measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, tetanus, hepatitis and varicella (chicken pox) prior to enrollment. Any student who does not comply with this policy shall not be permitted to continue attending school.

The district is not responsible for the cost of such immunizations.

Exceptions to this policy are listed below:

a. Provisional Enrollment: Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for thirty days without the necessary immunizations.

b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:

i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household.

ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's religious beliefs.

c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Medication of Students (Board Policy 5024)
Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements ofTitle 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication

a. Parents/guardians must provide a physician's written authorization for the administration of the medication.

b. Parents/guardians must sign an Authorization for Medication form provided by the school.

c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over the counter medication. Parents/guardians must provide a physician's written authorization for the administration of the medication. These included, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..

a. Parents/guardians must sign an Authorization for Medication form provided by the school.

b. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.

c. The container must be labeled with the child's name and with directions for provision or administration of the medication.

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

At the end of the school year, if there is any medication left over, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

Physical Examination
The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician

for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

Chronic Conditions
It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

Communicable Diseases
The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

Summary of Communicable Diseases and Contagious Conditions
Fever
Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting
Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from physician or phone call from doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin and/or eggs are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

~~DUE TO COVID-19, THERE MAY BE CHANGES TO CURRENT PRACTICES AS WE GET CLOSER TO THE UPCOMING SCHOOL YEAR.~~

Animals at School (Policy 3046)
Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. See Board Policy 3046 regarding Service Animals and Therapy Dogs for more information.

Lunch Program (Policy 5038)
The superintendent shall be the administrator of the school lunch program which shall be run in accordance with state and federal guidelines.

General Information
- You may bring or purchase your breakfast or lunch.
- Parents may wish to assure their child of a well balanced diet. If this is the case you can have your child's card coded. This code will alert the lunch help, and only a balanced meal can be purchased.
- We have an automated system for students to use in purchasing their breakfast or lunch.
- Federal School Food Service guidelines do not permit bringing food into the building for groups of students at serving time.
- Students who received free or reduced meals last year will qualify automatically the first week. However, the parents of those students must fill out a new application form and return it to the office in order to continue receiving free or reduced meals.
- All students will be given application forms and guidelines. Students will be notified if they are eligible.

Identimetrics Finger Scanning
The Ralston Public Schools use a finger scan system to provide security for your students meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

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 (including gender identity

and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) Email: program.intake@usda.gov.
This institution is an equal opportunity provider.

Ralston Middle School Fee List (Policy 5045)

Fees Assessed
Extracurricular Activity Fee: $20.00
Lunch Prices: $3.05, Reduced Lunch: $0.40
Breakfast Prices: $1.95 Reduced: $0.30
Milk 8 oz: $0.50 Orange/Apple Juice 4 oz: $0.50
Lost/Damaged assignment notebook: $4.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Technology Insurance: $15/$30

Required clothing for PE and extracurricular activities
Select vocal music groups, including show choir, attire: Maximum $185.
Choir-
- Boys- Black pants, shirt, tie, and black shoes.
- Girls- Vests and shoes.

Show Choir-
- Boys Costume- ex. Dress shirt, dress pants, vest, belt, shoes, T-shirt
- Girls Costume- ex. Dress, shoes, accessories, T-shirt

Cheer and Dance-Maximum $150.00
Cheerleading - $100
Gym Shorts and cotton T-shirt (Ralston Middle School offers RMS shorts ($10) and RMS shirts ($10) which are available in the office but not required.)
Towel
Rubber-soled athletic shoes
Undergarments and socks appropriate for the activity.

Optional Fees- not required
Ralston High School Activity Ticket-$50.00
Extracurricular activities travel fee – Not to exceed $500 per event
Extracurricular activities admission – Maximum $5.00 per event
Physicals for 8th Grade Sports-$50.00
Ralston Middle School Yearbook-$20.00
8th Grade Class Picture-$20.00

Student Picture Packages-$15-$25
Printed Clothing
Paperback books for personal ownership

Donations / Fundraising
Family Consumer Science for food and take-home materials used in class-$15.00.
Industrial Technology for home materials used in class that can be taken home-$15.00.
Art Supplies-$15.
As approved by the Superintendent or designee.

Ralston Public School - Chromebook Usage Handbook
The policies, procedures, and information within this document apply to all computing devices used at Ralston Public Schools by students including any device considered by the Administration to fall under these policies.

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Chromebook Essentials

Receiving Your Chromebook

1. **Parent/Guardian Orientation**
   All parents/guardians are expected to attend registration and sign the *Ralston Public Schools Student Chromebook Agreement* before a device will be issued to their student.
2. **Distribution**
   Students will receive their Chromebook and related peripherals within the first two weeks of school. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.
3. **Transfer/New Student Distribution**
   All transfers/new students will be able to pick up their Chromebook from the school media center/technology office. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.

Returning Your Chromebook

1. **End of Year**
   Students returning to the district the next school year, will retain their Chromebook and all issued peripherals over the summer unless parents elect to return their student's device for the summer.
2. **Transferring/Withdrawing Students**
   Students who transfer out of or withdraw from the Ralston Public Schools must turn in their Chromebook and related peripherals to the media center/technology office on or before their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Ralston Public Schools must be paid prior to disenrollment from the district. The district may also file a report of stolen property with the Police Department.

RPS Chromebook Coverage Program

Ralston Public Schools offers the opportunity to participate in the optional RPS Chromebook Coverage Program designed to protect students and families from full financial responsibility for device repairs and/or replacement. The cost is $20.00/$10.00* (*reduced for students who qualify for Free/Reduced Lunch Program) **annually** for each Chromebook and it covers the summer months if parents/students elect to keep the Chromebook over the summer.

Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program. Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program. If a student withdraws from Ralston Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated. **Premiums are non-refundable.**

The program covers devices assigned to the student against accidental damage and/or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during orientation. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Total value of repairs or device replacement will be determined by RPS. The program will pay the amount of damage or replacement per the schedule of repairs listed below. Damage as a result of gross negligence or purposeful damage will not be covered under the RPS Computing Device Coverage Program. Parents/Guardians are responsible for 100% of damages due to gross negligence. The district reserves the right to discontinue participation for students with unusually high numbers of claims. Such discontinuation will be effective 30 days after notification to the student and parent/guardian.

Training
Students will receive training to address care and usage of the Chromebook as well as usage of their Google (@ralstonschools.org) account. Digital Citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the school media center/technology office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced.
General Precautions

- No food or drink should be next to your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks, not being used for an extended period of time, should be shut down in order to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks.
- Do not expose your Chromebook to extreme temperature or direct sunlight for extended periods of time. Extreme heat or cold may cause damage to the Chromebook.
- Always bring your Chromebook to room temperature prior to turning it on.

Device Protection

- Students and parents may decide to add additional protection for their Chromebooks by purchasing a hard protective case and/or sleeve from an outside source.

Carrying Chromebooks

- Always transport Chromebooks with care.
- Never lift Chromebooks by their screen.
- Never carry Chromebooks with the screen open.

Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, **dry** microfiber cloth or anti-static cloth. Do not clean screens with products containing ammonia or alcohol.

Using Your Chromebook

Students are expected to bring a fully charged Chromebook to school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

If a Student Does not Bring His/Her Chromebook to School

- Loaner devices may be available for students failing to bring their device to school.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the issued device.
- School personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- Staff will treat such occurrences as insubordination offenses, which may result in disciplinary action.
- If a loaner is not turned in at the end of the day, an administrator will be contacted and will work on retrieving the loaner.

Charging Chromebooks

- Chromebooks must be brought to school each day with a full charge.
- Students should charge their Chromebooks at home every evening.

Personalizing the Chromebook

- Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Ralston Public Schools. Spot checks for compliance will be done by administration, teachers, and technology support staff at any time.
- Students may add appropriate music, photos, and videos to their Chromebook. Personalized media are subject to inspection and must follow the Ralston Public Schools Internet Safety and Acceptable Use Policy.

Sound

- Sound should be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: http://www.google.com/cloudprint/learn/.

Logging into a Chromebook

- Students will log into their Chromebook using their school-issued Google (@ralstonschools.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Ralston Public Schools Technology Department reserves the right to disable your account.
- The student assigned to the Chromebook should be the only individual logging in to and using the device.

Using Your Chromebook Outside of School

- Students are encouraged to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the Ralston Public Schools Acceptable Use Policy, Administrative Procedures, acceptable use agreement, and all other guidelines in this document wherever they use their Chromebook. Please note that some internet providers DO NOT work with Chromebook.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the district.

No Expectation of Privacy

Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The district may, without prior notice or consent, log, supervise, access, deny access to, view, monitor, and record use of the Chromebook at any time for any reason related to the operation of the district. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software

Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on Chromebook.

Updates
The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebook.

Virus Protection
Chromebook uses the principle of "defense in depth" to provide multiple layers of protection against viruses and malware, including data encryption and verified boot. There is no need for additional virus protection.

Content Filter
The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks are filtered for inappropriate content and pass through the District's filtering appliance when connected to the Internet regardless of the physical location (e.g., school, home, public WiFi). If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a helpdesk ticket to request the site be unblocked. Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.

Inspection
Students may be asked to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally Installed Software
Chromebook software is delivered via the Chrome Web Store and/or Google Play. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.

All Chromebooks are supplied with the latest stable build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS may install updates when the computer is idle or restarted.

Google Apps for Education Accounts
Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, and Gmail within Ralston Public Schools.

Additional Apps and Extensions
Students are unable to install additional apps and extensions on their Chromebook other than what has been approved by the Ralston Public Schools.

Repairing or Replacing Your Chromebook

Tech Support
All Chromebook in need of repair must be brought to the school media center/technology office as soon as possible.

Accidental Damage or Loss Protection
As part of the 1 to 1 initiative at RalstonPublic Schools, the school district is recommending participation in the RPS Chromebook Coverage Program. **Payment must be submitted by <u>September 1st</u> in order to participate in this program. After this date, a student's device will not be eligible for the RPS ChromebookCoverage Program.** Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program.

This program is designed to protect students and families from full financial responsibility for accidental damage or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during registration. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Parents/Students will be charged full replacement costs for any damages due to gross negligence or purposeful damage.

Chromebook Technical Support
The school media center/technology office will be the first point of contact for repair of the Chromebook. Services provided include:

- Password identification
- User account support
- Distribution of replacement Chromebook
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default
- System software updates

Chromebook Being Repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the loaned device.
- Chromebook on loan to students having their devices repaired may be taken home.
- The media center/technology staff will contact students when their devices are repaired and available to be picked up.
- In order to pick up their school-issued device, students must return the previously loaned device and pay any fees associated with the repairs.

Policies and Appropriate Use

Appropriate Uses and Digital Citizenship
School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Respect Intellectual Property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I

will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Ralston Public Schools Internet Safety and Acceptable Use Policy
Ralston Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district network. The administration reserves the right to refuse access to the Internet by Ralston Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers/Internet
Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Students at Ralston Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)
Minors or adults shall:

1. Not access material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for education.
2. Not use Ralston Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Ralston Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Ralston Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Ralston Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Agreement Violations
Any violation of this agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the RalstonPublic Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Student Handbook form.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
    - As a safety precaution, full names or addresses are not to be revealed online.
    - Computer and network resources have been provided for educational purposes; game-playing and commercial uses are prohibited.
    - Sharing of individual accounts is prohibited.
    - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel.
    - Chain letters and inter-relay chat are misuses of the system.
    - Vandalism or "hacking" of any kind is prohibited.
    - The security of the system and the rights of other users are to be respected at all times.
- Students who knowingly violate the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Ralston Public Schools and/or civil authorities.
    - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Ralston Public Schools harmless from any claims or damages arising from such use. Ralston Public Schools makes no warranties for the information or the

services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity.
- Plagiarism is a violation of the Ralston Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Email

- Students in need of email for academic reasons will only be allowed email access through an address assigned by the district. This email access will be through a Google Gmail system managed by the Ralston Public Schools. This email system is monitored by the Ralston Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Email is subject to inspection at any time by school administration.

Discipline Consequences

- The student to whom a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or the Ralston Public School's Student Internet and Computer Access Policy (#5037), will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Ralston Public Schools Technology Department to ensure appropriate use. The Ralston Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Summer Chromebook Use

Ralston Public School students returning to the district the next school year will retain their Chromebook and all issued peripherals during the summer unless parents elect to return their student's device for the summer. By keeping Chromebook during the summer months, parents and students understand that the use of the Chromebook falls under the Ralston Public Schools Student Internet and Computer Access Policy (#5037) Additionally, parents and students who have enrolled in the RPS Chromebook Coverage Program will be covered during the summer months. Parents and students further understand that if a student transfers out of the Ralston Public Schools, they are responsible for returning their Chromebook to Ralston Public Schools immediately. Failure to return the Chromebook will result in criminal charges being filed for stolen property.

CHROMEBOOK USAGE HANDBOOK
RECEIPT OF NOTIFICATION AND UNDERSTANDING

(Note: Students and parents can now fill out this form online.)

The Ralston Public Schools Student Acceptable Use Agreement (AUA) is on the next page of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Ralston Public Schools regarding the use of computers and the Internet in the RalstonPublic Schools.

Additionally, as part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Chromebook to your child. Under this agreement, the Chromebooks are protected against accidental damage if participating in the RPS Chromebook Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Chromebook loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Please check one of the following options:

SELECTION	DESCRIPTION OF OPTION
	Option 1: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **Additionally, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $20, $10 if student is free/reduced lunch status.**
	Option 2: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to participate in the optional RPS Chromebook Coverage Program and understand that I am responsible for 100% of all damages.**
	Option 3: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to have my child issued a Chromebook to take home.** *(PLEASE NOTE: If you choose this option, students will be assigned a Chromebook for daily use at school and may be held responsible for 100% of damages as a result of gross negligence or purposeful damage).*
	If Option 3 above is chosen, parents/guardians may still elect to enroll in the RPS Chromebook Coverage Program. ⬜ **While I do not wish to have my child issued a Chromebook to take home, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $20.**

Print Full Student Name _____ **Grade** _____

Student Signature (REQUIRED) _____ **Date** _____

Parent/Guardian Signature (REQUIRED) _____ **Date** _____

RPS Acceptable Use Agreement (AUA)

Ralston Public Schools Internet Access is to be used only for classroom related activities. This agreement applies when using either school equipment or personal equipment on the district network.

This Acceptable Use Agreement (AUA) outlines the appropriate use of RPS's technology resources and services during and after school hours. By signing this form, students are indicating that they understand and agree to abide by the guidelines written below.

RPS network, technology resources and Internet access are school resources and use of them is considered a privilege. Therefore, violation of this AUA will result in the loss of this privilege and/or other appropriate discipline actions according to division-level policies. These actions may include written warnings, withdrawal of access privileges, and in extreme cases, suspension, expulsion or termination of privileges.

Compliance with Law and Use of Computers/Internet
Users of Ralston Public Schools technology will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Safety and Security:

- I will not attempt to access material that is obscene, pornographic, harmful to others, or otherwise inappropriate for education.
- I understand that passwords are private and should not be shared with others. I will not allow others to use my account name or password, or try to use that of others.
- I will not attempt to engage in hacking or attempts to bypass security settings or interfere with the operation of the RPS network in any way.
- I will use RPS network and technology resources productively and responsibly for school-related purposes.
- I will maintain the setup of RPS devices as they were when I received them.
- I will record or share image or audio files only when I have obtained permission from my teacher, media specialist or administrator. I will not use cameras in restrooms, locker rooms, or dressing rooms, regardless of intent.
- I will not use RPS network and technology resources to access, display, create or communicate material that is illegal, obscene, destructive, harassing, threatening, hateful or otherwise offensive. I am responsible for not pursuing or sending material that could be considered objectionable or harmful to myself or others.
- I will be responsible for all of my digital files, including backing up files not already stored in the cloud.

Digital Citizenship

- I will use technology in such a way that does not disrupt the educational environment. This includes setting all of my devices on "mute" or "vibrate" unless permission is obtained from the teacher, media specialist or administrator.
- I will be thoughtful and polite and use appropriate language in my digital communication, as determined by school administrators.
- I will follow appropriate guidelines when publishing work online (e.g. to a website, blog, wiki, discussion board, podcasting or video server).
- I will respect the intellectual property rights of others. I will obey copyright guidelines and avoid plagiarizing others' work or ideas.
- I understand that I am an ambassador for the school/District in all of my online activities, which should not reflect negatively on my school/District. I will not post personal or embarrassing information about other students, employees, members of the RPS community or myself.

Expectations of Privacy
The computer system, including email and Internet, is the property of the Ralston Public School District. RPS relies on a combination of self-hosted, externally hosted, and cloud-based services. These services are primarily intended for educational and business use and are subject to monitoring at any time. Although RPS does not routinely check communications or files, it has the right to review, audit, and disclose all matters sent over or stored on the system. As a result, members of the RPS community should recognize that there is no reasonable expectation of privacy when using the computer system.

Respecting and Protecting Intellectual Properties

The increasing use of technology and multimedia at RPS presents a wonderful opportunity for students and teachers to share what they do with others at RPS. The presentations, photos, video and audio of classes, field trips and school events are often shared electronically through web-based resources. Sometimes, students and parents buy or receive copies of school events on media, such as CDs or DVDs. The instinct to share achievements is understandable, but these files are for private use only. Any sharing of these materials within the RPS Google domain is prohibited.

Agreement Violations
Any violation of the agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Ralston Public Schools, including applicable State and Federal laws.

Users of Ralston Public Schools technology shall be granted permission to access the Internet upon receipt of the signed Acceptable Use Agreement Signature Form available from your building administrator or media specialist.

Details and definitions of the full Ralston Public Schools Student Internet and Computer Access Policy (5037) can be reviewed on the Ralston Public Schools webpage.

RPS STUDENT COMPUTING DEVICE COVERAGE PROGRAM

As part of the Student Computing Device initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Student Computing Device to your child. Under this agreement, the Student Computing Devices are protected against accidental damage if participating in the RPS Student Computing Device Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Student Computing Device and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Student Computing Device loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Schedule of Repair Costs

Description	***Without Device Coverage Cost***	***RPS Device Coverage Program Participant Cost***
Device Replacement	*$290*	*$95*
Motherboard	*$100*	*$50*
Keyboard	*$60*	*$30*
Battery	*$36*	*$18*
LCD Panel	*$36*	*$18*
AC Power Adapter w/ Cord	*$34*	*$17*
Top Cover	*$30*	*$15*

Bottom Base	*$26*	*$13*
Bezel	*$24*	*$12*
Camera	*$20*	*$10*

RMS Family and Student Handbook Updates - 2022-2023

The following is a summary of changes made to the Ralston Middle School Family and Student Handbook for the 2022-2023 school year -

Page 1 - Cover Page
- Updated dates, names and titles

Page 3 - Welcome Letter
- Updated dates (and all dates connected to the 2022-2023 school year throughout handbook)

Page 4 - RPS Purpose Statement
- Added words *and inclusion* to be consistent with district communication

Page 5 - Building Bell-Schedule
- Updated Bell Schedule to reflect Early Dismissal on Fridays

Page 6 - Homeroom / Advisement Weekly Schedule
- deleted MAP Accelerator to Thursday's rotation since we no longer use

Page 7 - Student Recognition
- Delete this section since RMS no longer recognizes students in this manner

Page 10 - Dress Code
- For section C, added in phrase *no pajama pants*
- For item 3, added in wording *no sunglasses*

Page 12 - Student Activities
- Delete word *sportsmanship*; add in word *behaviors*
- Delete words *son/ daughter*; add in word *child*

Page 52 - Student Illness
- Additional information regarding health protocols

Page 55 - Health Statement
- Deleted language regarding *COVID changes*

Page 55 - Non-discrimination Language
- Updated language to reflect current changes

Page 55 - Non-discrimination Language

- Updated language to reflect current changes

Page 56 - Fees assessed

- Meal prices may change
-

Page 67 - Technology Repair Costs

- Repair costs may change

LINK TO DRAFT HANDBOOK

RALSTON HIGH SCHOOL SUMMARY OF HANDBOOK CHANGES		
2021-2022 Page number	**CHANGE**	**RATIONALE**
1	Amend paragraph to update language on COVID	change in protocols
2	Update personnel	change in roles
7	New welcome letter	change in leadership
11	Graduation requirements	updated requirements for incoming class
12	Grading system and reports	update terminology to reflect new A/B schedule i.e, term, semester
13	Valedictorian	Wording changed to make it easier to understand
15	Tardy procedure	Update with new policy
16	Announcements	Omit "closed circuit television" as we don't use it
17	first line - after school study center	omit; no staffing
17	bell schedule	update to reflect proposed changes
27	Dress code - changed and updated	Largely updated to address problems encountered with 2021-2022 dress code
29	Electronic Devices	Addition about cell phones
34	COVID statement	update verbiage
37	Lockers - lockers will be assigned to 9-11th graders; seniors may request a locker	With the A/B day, more students will need and utilize lockers; we don't have enough for all students: the majority of seniors have cars
38	Make-up work due to absences.	update policy to reflect new schedule
43	Safety and Security	Statement addressing the importance of security; discuss propping of doors, letting outside people in, leaving through certain doors, etc
29	Expectations of compliance	This has become an issue in recent years.
41	Passes	Pass procedure and expectations. State that they are at the discretion of staff members, students who abuse passes, etc.
42	Restrooms	Addressing recent problems
Delete/Add pg 48	New Athletic Eligibility Policy	Addressing concerns with playing sports/activities when failing classes or not attending school

Ralston High School

2022-2023
Student and Family Information Handbook

8969 Park Drive
Ralston, NE 68127-3600
Phone: 402-331-7373
Fax: 402-898-3511

https://www.ralstonschools.org/RHS

School Handbooks are based on Board of Education Policies

Ralston
PUBLIC SCHOOLS

District #54
Ralston, Nebraska

BOARD OF EDUCATION
Dr. Jay Irwin
Elizabeth Kumru

Robin Richards
Merv Riepe
Mary Roarty
Samantha Willey

DISTRICT ADMINISTRATORS
Dr. Mark Adler, Superintendent
Mr. Jason Buckingham, Assistant Superintendent of Business
Dr. Cecilia Wilken, Assistant Superintendent of Learning
Dr. Michael Rupprecht, Executive Director for Human Resources
Mrs. Melissa Stolley, Director of Student Services
Mrs. Diane Meyer, Director of Suburban Schools / Metro Regional Program
Dr. Joshua Wilken, Career Education Coordinator / ELL Coordinator

RALSTON HIGH SCHOOL ADMINISTRATION
Dr. Ryan Pivonka, Principal
Mr. Joseph Kilzer, Assistant Principal
Ms. Stacy Athow, Assistant Principal
Mr. Mike Smith, Assistant Principal / Athletic & Activities Director
Mr. Clint Williams, Dean of Students

RALSTON HIGH SCHOOL COUNSELORS
Mr. Michael Burling, 10th Grade, 9th Grade Red Team
Mrs. Tara Vaughn, 11th Grade, 9th Grade Blue Team
Mrs. Melissa Sedlak; Department Chair, 12th Grade, 9th Grade Gray Team

For academic purposes, counselors are divided by grade level. You must see your assigned counselor for schedule-related questions, concerns, or to request a schedule change. Any of the three counselors are available to assist with personal/social issues and college or career questions and planning.

Administrative Offices	8545 Park Drive Ralston, NE 68127 402-331-4700 www.ralstonschools.org
Ralston High School	8969 Park Drive Ralston, NE 68127-3600 402-331-7373 Rhs.ralstonschools.org RHS Calendar/Athletic/Activity schedules: **www.trailblazerconference.org** **Attendance Office** 402-763-4100 (voicemail available 24 hours)

RALSTON HIGH SCHOOL

STUDENT-FAMILY HANDBOOK

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District 54

RALSTON HIGH SCHOOL

"Achieving Excellence as a Community of Learners"

8969 Park Drive • Ralston NE 68127 • 402.331.7373 • Fax 402.898.3511 • rhs.ralstonschools.org

Jesse Tvrdy, MS, Principal
Joseph Kilzer, MA, Assistant Principal
Ryan Pivonka, MS, Assistant Principal
Mike Smith, MA, Assistant Principal/AD

Stacy Athow, MS, Dean of Students

Dear Ralston High School Students:

Welcome to the 2021-2022 school year at Ralston High School! The faculty and I are excited for another school year, which will be filled with memories that will last a lifetime. Ralston High School is one of the finest high schools in the state of Nebraska and in the United States. This has not happened by accident, but has transpired through the combined efforts of the dedicated staff, the community, the school board, and most important of all, an outstanding student body.

Over the past years, students have excelled in every area of our school program. Ralston High School has a strong tradition of excellence in academics, athletics, fine arts, and activities. As a student, you are a part of this fine institution and I encourage you to become active in co-curricular activities. By your continued hard work and pride in Ralston High School, the tradition of excellence in education, both in academics and activities, will be the rule and not the exception.

All students have the right to learn in the best possible learning atmosphere available, and this is the goal we aim for everyday. In order to provide the best school climate possible, certain rules and regulations are necessary. You will find the rules and regulations are reasonable, fair, and for the benefit of all students. Ralston High School is committed to providing every student the opportunity to reach their potential in a respectful and safe environment.

Feel free to stop by the high school offices at any time to address questions or concerns you may have, or just to say "hello." We would like to have the opportunity to get to know each of you. You are the reason we are here and it is our priority for each individual student to succeed at Ralston High School in each endeavor you choose to take on.

We are proud of our past and excited about our future. The future is in you! Be excited and become involved here at Ralston High School. It is my sincere hope that you will be successful at Ralston High School, both academically and in all those activities you choose.

Sincerely,

Jesse Tvrdy
Principal

Ralston's School Song

Hail, Ralston High!

Red, White and Blue, We're loyal to you

Our banners fly!

Onward to victory,

Making Rams' history.

So fight, Ralston, win

We know you can do it, so let's get to it

And let's begin

Onward to victory

Ralston High School—Go! Fight! Win!

HISTORY OF RHS

High school in Ralston had its beginning in September of 1953, with an enrollment of 110 students in grades 9-12 and a faculty of nine members. Because the building was not yet completed, seven classes were held in the Maywood Elementary School until midway through the first year. Dedication of the former high school, located at 82nd and Lakeview, was held on February 28, 1954. At that time, only the first floor of the west wing and the gymnasium were completed. The former high school now serves as Ralston Middle School. In 1968 the high school moved to its present location at 90th & Park Drive. The first senior class of 1954 had a membership of 16. Current enrollment is approximately 1000. Renovation construction began in 2002 and finished in 2005 on the latest renovation project.

Board of Education policies can be accessed at the school building office and on the district website: www.ralstonschools.org.

The school district's handbooks are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may take action to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district's handbooks create a "contract" between the school district, staff members, parents or students. If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483
E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

Ralston Public Schools Purpose Statement
A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope.

Direction Statement
Cultivating resilient citizens prepared for the diverse demands of the future.

Ralston Public Schools Believes. . .

- The educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

Board of Education policies can be accessed at the school building office and on the district website - www.ralstonschools.org

Ralston High School

Achieving Excellence as a Community of Learners

Vision

An inclusive community focused on: empowering students to reach their highest academic potential, developing their social and emotional awareness, and providing students unique opportunities to explore and plan for their future.

Belief Statements

The Ralston High School community of learners…

- **requires committed, active participation and support from students, parents, staff and patrons of the district.**
- **believes each student can learn when provided a safe, supportive learning environment.**
- **embraces diversity as an integral component of the community.**
- **supports high standards for cognitive and affective development.**
- **strives to provide diverse learning opportunities in fine and practical arts, in conjunction with career exploration and applied technology.**
- **encourages participation in co-curricular and extracurricular activities as a means to develop communication, teamwork, and leadership skills essential for success in a dynamic global society.**

ACADEMIC ACHIEVEMENT AND GRADUATION

ACADEMIC PROGRESS

Students at Ralston High School are placed in academic class years on the basis of years of high school attendance. In order to be on pace for graduation, students need to pass earn the following credits:

Freshman	0-60 hours credit	Junior	120 -180 hours credit
Sophomore	60 -120 hours credit	Senior	180 + hours credit

GRADUATION REQUIREMENTS

Course credit is allowed only for grades 9, 10, 11, and 12. Students may repeat courses in which they earned failing grades, but it is not necessary to repeat courses not required for graduation.

The responsibility for determining when students are eligible to graduate from high school is delegated by the Board of Education to the building principal.

All students must successfully complete 240 hours of credit in grades 9-12, and attend a minimum of seven semesters. Students may graduate at the mid-term of their senior year if they make a formal application to their counselor prior to the end of the first semester of their senior year. Any request by a student to graduate earlier than the midterm of their senior year will be reviewed by the high school principal and a recommendation will be made to the Board of Education for approval. All students must complete the stipulations of an Individual Learning Plan.

The high school principal will review any unusual circumstances related to these graduation requirements for any student and make appropriate recommendations to the Board of Education.

Specific Requirements – Each student is expected to successfully complete coursework in each of the following areas as listed:

Class of 2023-2025:

1.	**English**: 35 credit hours (Must pass English 1, English 2, English 3, and 1 semester of Composition)	35
2.	**Oral Communication**: 5 credit Hours	5
3.	**Social Studies**: 30 credit hours - (Must pass World Civilization, Government, and US History)	30
4.	**Mathematics**: 30 credit hours (10 credit hours must be earned in courses above the Pre-Algebra level)	30
5.	**Science**: 30 credit hours (10 credit hours of Biology and 10 credit hours of Physical Science)	30
6.	**Physical Education**: 20 credit hours (Must pass Health and Wellness and PE Swim) If students test out of Fitness and Swim Foundations, they need 5 credits of additional PE.	20
7.	**Fine Arts**: 10 credit hours - Art, Music, Drama	10
8.	**Practical Arts**: 20 credit hours - Business Education, Career Training Programs (must pass Career Exploration), Family and Consumer Sciences, Industrial Technology, Health Sciences	20
9.	**Personal Finance**: 5 credit hours If students test out of Consumer Finance they will need additional 5 elective credits.	5
10.	**Elective Courses**: 75 credit hours - Foreign Language, Yearbook and any additional credits beyond required coursework.	75
11.	**Community Service**: 10 hours for each year of attendance at Ralston High School.	

MINIMUM CREDIT HOURS TO GRADUATE 240

Class of 2026 and Beyond:

1. **English**: 40 credit hours (Must pass English 1 and English 2), 40
2. **Social Studies**: 30 credit hours - (Must pass World Civilization, Government, and US History) 30
3. **Mathematics**: 30 credit hours (10 credit hours must be earned in courses above the Pre-Algebra level) 30
4. **Science**: 30 credit hours (10 credit hours of Biology and 10 credit hours of Physical Science) 30
5. **Physical Education**: 20 credit hours (Must pass Health and Wellness and PE Swim) If students test out of Fitness and Swim Foundations, they need 5 credits of additional PE. 20
6. **Fine Arts**: 10 credit hours - Art, Music, Drama 10
7. **Career and Technical Education**: 20 credit hours- Business Education, Human Sciences, Industrial Technology, Health Sciences, Career Training Programs (must be a Career Pathway Completer or pass College and And Career Readiness) 20 5
9. **Personal Finance**: 5 credit hours -
10. **Elective Courses**: 55 credit hours - Foreign Language, Yearbook and any additional credits beyond required coursework. 55
11. **Community Service**: 10 hours for each year of attendance at Ralston High School.

MINIMUM CREDIT HOURS TO GRADUATE: 240

GRADING SYSTEM AND REPORTS

Ralston High School will operate an extended learning time schedule that consists of terms and semesters. It is important that students and parents understand the difference.

~~**Term** – consists of a 9-week period of instruction. There are 4 terms in the school year. Final grades and corresponding credits will be posted on students' permanent record at the end of each term.~~

Quarter - consists of a 9-week period of instruction, and is used for progress monitoring only. Progress reports will be generated at the end of quarters 1 and 3.

Semester – consists of two, ~~9-week~~ 18-week terms. A class that meets every other day is worth 10 credits and will last for a full ~~semester~~ year. There will be 5 credits awarded for a passing grade at the end of each ~~term~~ semester.

The following is an explanation of Ralston High School's grading system:

A - Superior	92 - 100%	D - Below Average	67 - 75%
B - Above Average	84 - 91%	F - Failure	66% and Below
C - Average	76 - 83%	Inc. - Work to be made up	

Incomplete work must be completed within one week of the end of the term unless an administrator approves more time. No incomplete grades may be given at the end of the second semester/term 4.

Running grades, progress reports and end-of-term/semester report cards are always available by accessing the **R-KIDS electronic gradebook at www2.esu3.org/dws/rhighschool**; therefore, mailings of these documents will no longer be automatically made. Parents may call to request a printed report card at the end of a given ~~term/~~semester. Parents should check the RHS homepage for dates that progress and end-of-term/semester report cards are available and are urged to contact teachers whenever necessary. Mid-term progress reports will be available at the door during Parent-Teacher Conferences in terms 1, 2, and 3. Grades on end-of-term report cards become part of the permanent record.

Transcripts

Official transcripts of student records will be sent to requested institutions electronically and are issued at the request of the student or student's parent/guardian. There may be a nominal fee associated with such requests, depending on the requesting college or agency. Requests take time to process, so please make your requests well ahead of any deadlines. Please contact a counselor for details on requesting official transcripts.

GRADE POINT AND MARK POINT AVERAGES

Below is the Ralston High School Mark Point Average Table and an example of how Mark Point Average (MPA) can be determined for a single semester.

Adv'd Rank Classes	Grade Earned	Unranked Classes
5 mark points	A	4 mark points
4 mark points	B	3 mark points
3 mark points	C	2 mark points
2 mark points	D	1 mark point
0 mark points	F	0 mark points
Not computed	Pass/Fail	Not computed

EXAMPLE: Determining a Student's Grade Point Average

Course	Grade	Credits	Mark Pt Value		Mark Points
Spanish 3	B	5	times	3	equals15
Psych/Soc	C+	5	times	2	equals10
Geometry	C	5	times	2	equals10
Biology	B	5	times	3	equals15
Honors Eng 2 AR	A-	5	times	5	equals25
Edgenuity	P	3	(Not computed in MPA)		
Total Credits Earned		28	Total Mark Points		75
75 total Mark Points	÷	25 Credits Attempted	=		3.00 GPA

CLASS RANK

Class Rank will be determined by the weighted Grade Point Average of students and will be utilized by RHS for the purpose of graduation recognition and honors. GPA's are placed in a high-to-low numerical order, resulting in a ranking of all students for that grade level. Combined Rank is a high-to-low listing of a student's weighted GPA multiplied by total mark points attempted. ACT Rank (ACRS: Academic Class Ranking System) is a high-to-low listing of a student's ACT score + unweighted GPA x 9 + (earned credits/semester). Weighted GPA Rank (SCRS: Scholastic Class Ranking System) is a listing of a student's weighted GPA in a high-to-low numerical order. Weighted GPA is computed by dividing a student's total mark points by the number of credits attempted.

ACADEMIC HONORS AND LETTERS

Physical awards that recognize academic achievement will be based on a student's current school year GPA for terms 1-3. For students to be eligible for such recognition, they must have earned 45 credits through Term 3 of the current school year and have a minimum of a C or higher in all of their courses. Pass/Fail classes will not count toward the 45 credits.

- Merit Roll Certificate — Terms 1-3 GPA — 3.00 - 3.49
- Honor Roll Letter/Pin — Terms 1-3 GPA — 3.50 - 3.99
- Roll of Distinction Letter/Pin — Terms 1-3 GPA — 4.00 and above

SENIOR HONORS AND RECOGNITION

Grade Point Averages used to determine honors recognition at commencement are based on grades at the end of 7 semesters of academic work.

Honors and recognition are reserved for students in their 4th year of high school or early graduates, as approved by the principal.

Valedictorian

The student(s) ranked first in the ~~Scholastic~~ District Class Rank System and the student(s) ranked first in the ~~Academic Class~~ Mark Point Average Rank System will be recognized as valedictorians and invited to speak at commencement. If a valedictorian declines this opportunity, it will be extended to the next highest-ranking student in that system. ~~If one student is ranked first in both systems, the second-ranked student in the SCRS and the second-ranked student in the ACRS will also be invited to speak at commencement.~~ The class may also select a spokesperson to speak at commencement.

Senior Achievement Awards

Seniors will be awarded honor cords based on the Cumulative Grade Point Average after 7 semesters of academic work: 4.0 to 4.19 = white cord; 4.20 to 4.39 = silver cord; 4.40 and above = gold cord.

300 Club

Two hundred and forty credits are required to graduate. Graduates accumulating 300 or more credits will be recognized at graduation.

Community Service Excellence

Students earning one hundred or more hours of Community Service by April 15 of their final term will be recognized at graduation.

CTE Program of Study Completer

Three or more prescribed courses in a career pathway as set by The Nebraska Department of Education.

ATTENDANCE EXPECTATIONS AND PROCEDURES

COMPULSORY / REQUIRED ATTENDANCE AND EXCESSIVE ABSENTEEISM / TRUANCY

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy. (Board Policy 5001)

ATTENDANCE CLASSIFICATIONS

Ralston High School recognizes the importance of consistent attendance in order for students to be successful. Ralston High School utilizes a block schedule and missing a day of school means that students lose approximately 1½ hours of instruction per class. In addition to the state requirements, when a student reaches ten (10) absences (excused or unexcused) an attendance letter will be mailed home to parents.

Those students who are hospitalized or who suffer from debilitating illness and are under a doctor's care and ordered not to attend school are encouraged to provide the attendance secretary with written documentation from their healthcare provider to that effect.

Absences from class due to suspension are not considered part of the absence limitations. Students who are participating in or attending school-sponsored activities are considered present at school, and class absences incurred as a result of participation in or attendance at school activities do not count toward stated limits.

Activity/Athletic Absence

School sponsored activities are those where a student is on an official roster or participation list. Students engaged in school sponsored activities will be counted present at school. Completed permission forms must be turned into the sponsor one day prior to the activity.

Activity/Athletic Participation

Please refer to the Athletic/Activities section found later in the student handbook regarding participation in practices and/or performances when there is an absence during the day (see the Activity and Athletics sections starting on page 49).

Appointments During the School Day

Parents/Guardians must call the attendance line in advance if their student needs to leave during the school day for an appointment. Written notes will not be accepted. In order to minimize classroom disruptions and expedite the student's release from class, such a call should be made with **at least one hour's advance notice** of the time the student needs to sign out to leave the building. In order for the absence to be excused the student must provide medical documentation or other information to document the appointment. The attendance line is available 24 hours a day with voice mail in English and Spanish at 402-763-4100.

College Visits for Seniors

Seniors are urged to visit colleges during vacations or teacher instructional prep days. Parents/Guardians of seniors who wish to visit a college on days when school is in session must call in advance to inform the school in order to be excused. Contact should also be made with students' teachers so arrangements can be made in advance for collecting and completing homework during such an absence. See "Make up work due to absence" for further information.

Discontinuing Enrollment - 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll. (https://www.education.ne.gov/aded/pdfs/NebraskaWithdrawalFromMandatoryAttendanceForm.pd) (Board Policy 5001)

Lunch Skips

A "lunch skip" is when a student who is not a senior with off-campus lunch privileges leaves the building without a parent or guardian physically coming into the attendance office and signing them out. Students who skip lunch may have consequences/interventions assigned such as car/bag searches, loss of privileges, detention(s), support group, suspension, up to mandatory reassignment from Ralston High School.

Students who have permission to leave campus for lunch (seniors with open lunch or those with *pre-arranged* appointments/parent pick-up) are expected to be on time for class following the lunch period.

Prearranged / Extended Absences

Parents/Guardians must call the attendance office in advance of a planned extended absence from school, or as soon as possible in an emergency situation. Written notes will not be accepted. The attendance line is available 24 hours a day with voice mail in English and Spanish at 402-763-4100. Contact should also be made with students' teachers so arrangements can be made in advance for collecting and completing homework during such an absence. See "Make up work due to absence" for further information.

Students who need to miss the last 3 days of any term need to have administrative pre-approval in order to make up any missed final exam.

State Meet and Tournament Absences

Students wishing to attend a state meet or tournament must have a parent/guardian call and give permission unless otherwise directed. Students are expected to keep up with any class assignments missed and are responsible for making arrangements with their teachers in advance for collecting and completing homework for such absences. See "Make up work due to absence" for further information.

Unexcused Absences/Class Skip

Students are expected to attend all of their classes each day unless excused by a parent/guardian or the student is on a school-sponsored activity. Students who miss class unexcused (class skip) will be subject to consequences/interventions such as car/bag searches, loss of privileges, homeroom intervention, detention(s), suspension, loss of class credit, up to mandatory reassignment from Ralston High School.

REPORTING ABSENCES

When a student is absent from school, a parent or guardian of that student must call the school attendance number (402-763-4100) by 8:30 a.m. on the day of the absence. Failure to call will result in the absence being recorded as unexcused. **The absence will remain unexcused unless the parent/guardian calls the school by 3:00 p.m. of the school day following the day the absence occurred**. **NOTES WILL NOT BE ACCEPTED.** Messages can be left 24 hours a day on voice mail.

TARDY PROCEDURES

Punctuality is a life skill valued by employers and society at large. In order to minimize disruptions to learning and to help students learn lifelong skills, Ralston High School expects students to be on time for school and on time for individual classes.

1. Students who are tardy to class will be marked accordingly by the teacher in attendance.
2. Any student who is more than 20 minutes late to a class period will be required to check in with the attendance office to receive an office pass to class.
3. Parents will receive frequent communication as students accumulate tardies to classes.
4. Tardies to classes will be handled in the following way

- Each time the student is tardy the teacher will conference and problem solve with the student. Teachers may assign consequences.
- Parent/Guardian listed as the primary contact will receive an email alert informing them of the tardy.
- Consequences may include loss of privileges, detention(s), suspension, and/or mandatory reassignment from Ralston High School will be assigned to students who accumulate multiple tardies to classes within a term.

SKIPPED DETENTION

Students who miss an assigned detention may earn additional consequences up to and including mandatory reassignment from Ralston High School.

GENERAL EXPECTATIONS AND PROCEDURES

The Ralston Public School District has an ongoing commitment to provide opportunities for all to become secure, self-reliant individuals who recognize the significance of their own lives and their ability to contribute to the lives of others.

Definitions:

Caring – any word, look, sign, or act that respects a person's body, feelings or things.

Violence – any word, look, sign, or act that hurts a person's body, feelings or things.

Students should be There, be Respectful, be Responsible and be Safe.

ANIMALS ON SCHOOL GROUNDS (Policy 3046)

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. (Board Policy 3046)

ANNOUNCEMENTS

Announcements pertaining to general school business will be allowed as long as they apply to authorized Ralston High School organizations and activities. Announcements are published in multiple forms: student/staff email, web page, closed-circuit television scroll. If an announcement is to be included, it must be in the office by noon the day before it is to be published. Announcements must be signed by the sponsor and an administrator.

AUTOMATED PHONE MESSAGES

Ralston Public Schools will use its automated phone message system to relay important time-sensitive information to Ralston families. This information will include school closings for inclement weather. Please notify the school office of changes to home, cell, work or other contact phone numbers as soon as these changes are made.

ALTERNATIVE COMMUNICATION METHODS

Ralston High School strives to communicate well. You can expect to be communicated with in many different fashions and forms. Ralston Public Schools uses the District App, social media, R-Kids, and Blackboard as other forms of communication.

BACKPACKS / DRAWSTRING BAGS

Students may carry a drawstring bag, backpack, tote bag, or purse which is no more than 18" x 20" x 6" (width, height, and depth) at any time during the school day; however, gym bags will not be allowed in the halls during the school day. All gym bags must be stored in students' lockers at all times between the hours of 8:00 and 3:17. Student bags are subject to search.

BUILDING HOURS / DOOR ACCESS

Ralston High School is open to students from 7:30 a.m. to 3:30 p.m. When students arrive they should report to the cafeteria, library, or college/career center. Students must exit the building by 3:45 p.m. unless they are under the direct supervision of a staff member. ~~Students who remain at school after 3:45 p.m. must report to the After School Study Center in the cafeteria.~~ Students who do not report to the room will have their parents called to pick them up and may lose their privilege to stay after school and are subject to school discipline.

For safety and security reasons, students should always enter/exit the main doors on the front side of the building. Students may use any exit at *the end of the official school day at 3:20*. Students leaving for appointments or for open lunch/campus privileges are expected to use the main doors on the front side of the building or risk disciplinary action up to and including losing their privileges. Additionally, disciplinary action up to and including suspension may be assigned for students who open secure doors for others seeking access during the school day.

Full Day Schedule
Mon (HR instead of WIN), Tue, Wed, Thur

Block 1: **8:00-9:30** (90 minutes)
Block 2: **9:35-11:05** (90 minutes)

Block 3: **11:05-1:05 (120 minutes)**
Lunch 1: **11:05-11:30** ***Class:*** **11:35-1:05** (90 min)
Lunch 2: **11:35-12:00** ***Class:*** **11:10-11:35** ***and*** **12:05-1:05** (85 min)
Lunch 3: **12:10-12:35** ***Class:*** **11:10-12:10** ***and*** **12:40-1:05** (85 min)
Lunch 4: **12:40-1:05** ***Class:*** **11:10-12:40** (90 min)

Block 4: **1:10-1:45** (35 min) **(Monday - HOMEROOM, Tues/Wed/Thurs - WIN)**
Block 5: **1:50-3:20** (90 min)

Early Release Schedule
Friday

Block 1: **8:00-9:15** (75 minutes)
Block 2: **9:20-10:35** (75 minutes)
Block 3: **10:40-12:25** (105 total minutes)
***Lunch 1*: 11:00-11:25** ***Class:* 10:40-11:00 *and* 11:30-12:25** (75 min)
***Lunch 2*: 11:30-11:55** ***Class:* 10:40-11:30 *and* 12:00-12:25** (75 min)
***Lunch 3:* 12:00-12:25** ***Class:* 10:40-11:55** (75 min)
Block 5: **12:30-1:45** (75 minutes)

**Important notes concerning Friday early dismissal PLC Schedule: Teachers are unavailable for assistance after dismissal. Students need to leave the building unless they are with a coach or other supervising adult. Students will not be permitted to loiter in the halls or common during PLC meetings.

At certain times in the school year, the bell schedules may be altered due to school activities. During those times, students with open campus or release privileges MUST ATTEND CLASSES ACCORDING TO THE ALTERED SCHEDULE. Failure to do so may result in disciplinary action up to and including loss of the release privilege.

CLOSED CAMPUS

Ralston High School operates as a closed campus with the following exceptions that are explained in further detail in the sections below: • Senior Open Lunch, • Senior Open Campus, • Release Period

Those students who have permission to leave campus but choose to remain during their release periods are expected to report by the tardy bell and remain for the period to the library.

Students may lose their privilege to leave the building and grounds for loitering in classrooms, the hallways, restrooms, commons, etc. or for other disciplinary reasons at the administration's discretion.

Requirements for ALL Release Privileges

- For safety/security reasons, students must exit/return through the commons doors ***only***.
- For safety/security reasons, students must be prepared to show their student ID leaving and returning every day. Students without their ID will NOT be allowed to leave – no exceptions.
- Students who choose to remain on campus during a release must report on time and remain for the duration of the period to the library, computer lab or college/career center.

- Students may lose any privilege outlined for academic and/or disciplinary purposes at the administration's discretion. This includes, but is not limited to failing grades, exiting doors other than the commons, loitering in unapproved areas, class or lunch skips, taking those without privileges off campus, etc.
- Students should read, know and follow additional requirements specific to their privilege as outlined in the student handbook.

Please note: Seniors must be enrolled in 3 of 4 class periods per day. (WIN time is expected of all students in addition to the 3 class periods) in order to be eligible for many commencement honors, scholarships, college admissions and/or varsity athletic participation. ***It is ultimately the student and parent/guardian's responsibility*** to ensure the student is enrolled in and participating in the number of courses required for these purposes. Seniors on track for graduation may have one open period per term with the approval of the counselor.

Senior-only Open Lunch
Due to Federal lunch regulations, students who leave campus for lunch may not bring food or drinks back to the building from area establishments. All other students or seniors who lose their open lunch privilege for academic/disciplinary reasons must remain at school during their lunch period.

COLLEGE AND CAREER CENTER

The College and Career Center is provided to assist students in securing information about post-high school education and careers. The center is open daily.

COMMENCEMENT

Commencement is a *privilege* arranged to celebrate students' successful completion of high school graduation requirements. Students who have failed to meet graduation requirements two weeks prior to commencement of their senior year may be denied this privilege. At administrator's discretion, this privilege may also be denied for disciplinary reasons.

COMMENCEMENT ATTIRE:
Graduation apparel is limited to appropriate caps, gowns and honorary decorations designated by the school. All other apparel is not permissible unless cleared through the Superintendent's Office prior to graduation.

DISCIPLINE, STUDENT (Board Policy 5035)
Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

   2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what they are accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

   3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

   4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, NEB. REV. STAT. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by their designee, or at a school-sponsored activity or athletic event:

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;

b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
c. Violating school bus rules as set by the school district or district staff;
d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charges.

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

    d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

    e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

    f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of their 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 themselves, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardians or representatives from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The

student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

1. The violation includes possession of a firearm;
2. The violation results in child abuse;
3. It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
4. It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes;
6. The report is required or requested by law enforcement or the county attorney.

EMERGENCY EXCLUSION

Grounds for Emergency Exclusion

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

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

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

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

Extension of Exclusion

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

Notification of Student's Parent(s) or Guardian(s). The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

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

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

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

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

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

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

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

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

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

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

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

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

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

DISCIPLINE FOR OFF-CAMPUS BEHAVIOR

Students may be subject to discipline for conduct that does not occur on school grounds, at a school-sponsored activity or athletic event, or in a school vehicle if such conduct causes a substantial or significant disruption to the educational process. Such discipline may include, but is not necessarily 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; 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; in-school suspension; short-term suspension; emergency exclusion if the student's conduct presents a clear threat to the physical safety of themselves or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education; and/or any other consequence determined appropriate by the administration and allowed by law. The failure to serve or comply with the disciplinary consequences as directed will serve as grounds for further discipline, up to and including expulsion from school.

DANCES

All currently enrolled Ralston High School students in good academic and behavior standing and their parents/guardians are cordially encouraged to attend dances held by our school. In order to maintain a safe environment for all attendees, students may be subject to drug/alcohol screening checks prior to entry. Students who have been suspended or have been mandatorily reassigned will be ineligible to attend dances or social functions held within the suspension/reassignment time. Additionally, at the administrator's discretion, students who have repeated disciplinary/attendance/tardy infractions or are academically at risk in the weeks leading up to a dance may be ineligible to attend. **All students and guests must present identification prior to admittance to any dance sponsored by Ralston High School.**

Outside Dates:

1. All outside dates must be registered a minimum of 3 school days prior to the dance.
2. Anyone not registered the night of the dance will not be allowed entry.
3. One outside date per RHS student.
4. If the outside date is removed from the dance, the RHS student who brought him/her will also be removed.
5. All dance attendees will follow all school rules, regardless of age.

Dress Code:

1. If a supervisor deems clothing inappropriate, the student will need to change, add clothing to what they are wearing, or be removed from the dance.

Dance Behavior:

1. If dancing is inappropriate, the student(s) involved will be asked to leave without additional warning or refund
2. All students need to make ride arrangements to be picked up at the conclusion of the dance. Any student on school grounds 30 minutes following a dance may be prohibited from attending the next school dance.

Eligibility Requirements for Dance Royalty

Seniors who are in their 4th year of high school are eligible for Homecoming or Prom royalty provided they meet the following conditions as confirmed by the administration:

1. Have been involved in at least two (2) school-sponsored activities during high school.
2. No suspensions during the current school year.
3. Seniors can be on the court for any or all dances until they have been named King or Queen.

DRESS CODE

School is a place for serious work and study and a student's dress should contribute to that environment. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians.

Allowable Dress & Grooming

- Students must wear clothing including both a shirt with pants or skirt, ~~or the equivalent~~ and shoes.
- ~~Shirts and dresses must have fabric in the front, back, and on the sides. Shirts and dresses must also have straps. Fabric must extend from armpit to armpit.~~
- Clothing must cover undergarments and waistbands, ~~bra straps are excluded.~~
- Fabric covering all private parts (breasts, genitals, and buttocks) must not be see through.
- Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider.
- Pajamas, blankets, bathrobes, and slippers are not to be worn during school.
- Clothing that has the potential to create a safety or health risk: chains, dog collars, or sharp objects are not to be worn to school or during activities.
- Headwear must allow the face to be visible and not interfere with the line of sight to any student or staff. Hoodies or hats with bills are not allowed. Any headwear must allow the student's face and ears to be visible to staff. Hats with bills cannot be carried by students during school hours. Students must keep them in their locker or backpack.
- Clothing must be suitable for all scheduled classroom activities including physical education, science labs, woodshop, and other activities where unique hazards exist.
- ~~Specialized courses may require specialized attire, such as sports uniforms or safety gear.~~

~~**Non-Allowable Dress & Grooming**~~

- Clothing may not depict, advertise or advocate the use of alcohol, tobacco, marijuana or other controlled substances.
- Clothing may not depict pornography, nudity or sexual acts.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected groups.
- Clothing cannot be gang-affiliated.
- If the student's attire or grooming threatens the health or safety of any other person, then discipline for dress or grooming violations should be consistent with discipline policies for similar violations.

ELECTRONIC DEVICES

~~Ralston High School recognizes the increased use of electronic devices in society and also recognizes their value when used properly.~~ Our primary concern is the academic success of students since the misuse of electronic devices can interfere with student learning. We also understand the need for parents to occasionally contact their student; however, it is best to call the office and a note will be sent to the student. **Students are not allowed to check their device**

or respond to parent contacts during class time. Students are not allowed to have headphones in their ears during class time, as it distracts from learning and teaching. Students will be required to keep phones turned off and in backpacks or turned into the phone holder in the classroom upon entering. Students may not keep phones on their desks or on their laps. Phones can be used inappropriately as tools for cheating, and this ensures all students have a fair and equitable experience. The following rules will govern the use of electronic devices at the high school:

1. Students must follow the school electronic policy as stated above. Staff may confiscate electronic devices and or headphones if students fail to comply with those expectations. Students who refuse to turn their electronic devices over to the teacher will be sent to the administrator's office and a parent will be contacted.
2. Electronic devices may be used before and after school, during lunch, and during passing periods.
3. Electronic devices may NOT be used in the theater, when guest speakers are presenting, during school assemblies or other times as announced.
4. Students must discontinue use of any electronic device when so instructed by any staff member at any time during the school day;
5. Electronic devices that are confiscated by staff will be returned to the student at the end of the class period.
6. The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution and possible inclusion on sex offender registries.

Student 1:1 Chromebook. Please refer to the Ralston Public Schools Chromebook Usage Handbook. The complete Ralston Public Schools Chromebook usage handbook can be found on page ___.

EXPECTATIONS OF COMPLIANCE

It is the expectation that all students follow the explicit directives of the school staff. Any student who willfully disregards directives is subject to disciplinary action.

It is also the expectation that students will engage respectfully and answer direct questions from staff members. Students who fail to properly identify themselves to staff members when asked are demonstrating noncompliance.

Students who ignore directives or are non-compliant will be subject to consequences up to and including mandatory reassignment from Ralston High School.

FIGHTING

Fighting (verbal or physical) or instigating a fight will not be tolerated. Being involved in a fight may result in consequences up to and including reassignment/expulsion and legal authorities being involved.

FIRE AND DISASTER DRILLS

We at Ralston High School take the safety and security of our students and staff very seriously. As a result, we have instituted a safety plan that we feel will be very beneficial in the event that an emergency situation would occur at any of our schools. Included below, you will find a web link for the safety system referred to as the Standard Response Protocol or SRP. The SRP system has been incorporated into several school districts in the Omaha Metro area. Currently all Sarpy County schools have implemented some form of SRP into their current safety plans as well as some Douglas County schools.

At RHS we will practice evacuation drills, sheltering in place drills, and lockdown/lockout drills over the course of the school year. We provide this information to you so you have knowledge of our plan and have an idea of how our school will respond in the case of an emergency.

We also have included a listing of our reunification site in case we would need to evacuate RHS. While we hope that these plans will not have to be used, we will continue as a school to prepare as best we can for an emergency event.

Reunification Plan for Ralston High School

In the event of an emergency that would require the evacuation, RHS students and staff would report to the reunification sites listed below. If an emergency were to occur we would attempt to communicate with our parents through the use of our mass call/email/text program to provide updates along with instructions on how best to help us navigate the emergency. We will need to account for each student during the time of reunification, please prepare yourself mentally that there will be a check-out procedure for each student that we will run as efficiently as possible. While we hope that we will never have to use this reunification plan, we feel that preparation is the key to best managing an emergency event.

Ralston High School - Ralston Arena at 7300 Q Street.

FIREWORKS, SMOKE BOMBS, ETC.

The school will have a zero-tolerance level for any fireworks, smoke bombs, or any other such disruptive products. Any such offense may result in consequences including, but not limited to suspension and/or recommendation for reassignment/expulsion, and law enforcement being involved.

FOOD AND BEVERAGE

Food and drink may not be taken out of the cafeteria. Pre-packaged food and bottled water may be allowed in classrooms and carpeted areas at the teacher's discretion. Students are responsible for disposal and clean-up associated with food/drink.

Deliveries of food from local establishments to students during the school day are not allowed.

FUNDRAISING ACTIVITIES/CANDY SALES

No fundraising activities will be sponsored without the Athletics/Activities Director's consent.

HALL REGULATIONS

Students will be allowed in the halls only during passing periods or with a signed pass.

HARASSMENT

The school will have a zero-tolerance level for any harassment toward any student or adult. Harassment consists of verbal or physical behaviors related to a person's gender, race or sexual orientation which creates an intimidating, hostile, or offensive environment. Conduct, such as

intimidation, hostility, rudeness, or name-calling can be abusive and, therefore, harassment. (Reference. Title VII,Sec. 703 Civil Rights Act of 1964 - revised Civil Rights Act of 1991)

Consequences for harassment may result in consequences up to and including reassignment/expulsion and legal authorities being involved.

BULLYING (Policy 5054)

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

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

Disciplinary Consequences. The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or their designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in bullying behavior, may be subject to discipline to the extent permitted by law.

Sexual Discrimination and Sexual Harassment of Students (Policy 5026)

I. Sex Discrimination
   A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
   B. Any individual who believes they are being discriminated against on the basis of race, color, national origin, sex (including pregnancy), gender identity, gender expression, sexual orientation, religion, marital status, disability, age or any other classification protected by applicable local, state, or federal laws may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

II. Sexual Harassment
   A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
   B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual

advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:

C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.
D. A student who feels they have been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom they feel comfortable.
E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

III. Disciplinary Decisions

A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.
B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.
C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

HEALTH SERVICES AND REGULATIONS

MEDICAL

A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

-Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

-When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. The person picking up the student must do so **within one hour of being contacted.**

-If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents' expense, and the student will be transported to the nearest hospital.

-Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

FIRST AID

The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

IMMUNIZATIONS

Nebraska School Law (79.217-223) requires that all students be immunized against diphtheria,

pertussis, tetanus, poliomyelitis, measles, rubella, mumps, Hepatitis B, and 2 doses or year of infection for Varicella **PRIOR TO ENROLLMENT.** Affidavits for religious or medical reasons are available in the school office.

All students will need to have on file at least 3 DTP, 3 Polio, and 2 doses of MMR (Measles, Mumps, and Rubella) immunizations; 3 doses of pediatric hepatitis B vaccine, or, if the alternate hepatitis B vaccination schedule is used, 2 doses of a licensed adult hepatitis B vaccine specified for adolescents 11-15 years of age, 2 doses or year of infection for varicella (chickenpox).

Kindergarten, seventh grade and all out-of-state transfer students are required to have dates on file for the following immunizations: 3 DTP, 3 Polio, 2 MMR, 3 Hepatitis B, 2 doses or year of infection for varicella (chickenpox). 7th Graders are required to have an additional Tdap booster (contains Pertussis booster).

Please review your child's records to make sure your child has obtained the needed immunizations prior to enrollment. Please check with your child's physician or contact the Douglas County Health Department for information on immunization clinics that are available (444-7213). You may also contact the school nurse if you have questions regarding the law or need assistance in getting your child's immunizations.

Nebraska School Law dictates that your child will not be able to enroll unless dates of immunizations are provided to the school at the time of enrollment.

MEDICATION

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

1. Prescription medication
a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
b. Parents/guardians must sign an Authorization for Medication form provided by the school.
c. The medication must be brought to school by a responsible adult in the prescription container and must be
properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over-the-counter medication.
a. Parents/guardians must provide a physician's written authorization for the administration of the medication. These include, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..
b. Parents/guardians must sign an Authorization for Medication form provided by the school.
c. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.
d. The container must be labeled with the child's name and with directions for provision or administration of the medication.

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

At the end of the school year, if there is any medication leftover, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

PHYSICAL EXAMINATIONS

The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is an objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

CHRONIC CONDITIONS

It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

COMMUNICABLE DISEASES

The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

SUMMARY OF COMMUNICABLE DISEASES AND CONTAGIOUS CONDITIONS

Fever
Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting
Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be

expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from the physician or phone call from the doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin and/or eggs are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

DUE TO COVID-19, THERE MAY BE CHANGES TO CURRENT PRACTICES AS WE GET CLOSER TO THE UPCOMING SCHOOL YEAR.

HOMEROOM

Each student will be assigned to a Homeroom led by a certified teacher. All students are expected to report to Homeroom. The homeroom groups will meet regularly once a week for activities that include, but are not limited to: character development and career planning curriculum, team-building activities, "housekeeping" activities such as announcements and voting (class officers, dance royalty, etc.), and registration for the following year's courses. Attendance is required for homeroom as it would be for any other scheduled class and consequences assigned accordingly for tardies and/or failure to attend.

IDENTIFICATION CARDS

All Ralston High School students will be issued an ID Card. The unaltered ID card will be used for student identification, activity card status, lunchroom account use, library use, and other general purposes at school and school events. These pictured cards will be issued at no cost. All ID Cards are the property of RHS and are kept by the student until the end of the school year.

All students must have the ID Card in their immediate possession when they are in school or at school events. This may include hanging from a lanyard worn around the neck, in a purse or wallet, or in the student planner or notebook. Students must present their ID when requested to do so by a staff member. Students without an unaltered ID Card or students refusing to show an ID Card to a staff member may be referred to the office for administrative disciplinary action.

Students will be expected to show their ID at the security camera when requesting access to secured doors during the school day. Students will also be expected to use their ID in the cafeteria. Those who fail to carry their ID card when entering the cafeteria will be expected to wait at the end of the line and utilize a specified checkout station so identity can be verified prior to funds being charged. Students who have their ID will be allowed to access the serving area first and scan their cards at checkout stations for faster service.

Lost cards should be reported to the main office and a replacement will be issued for a charge of $5.00. New lanyards can be purchased for $1.00.

INTERNET AND COMPUTER ACCESS (Policy 5037)

I. **Student Expectations in the Use of the Internet**

A. **Acceptable Use**

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

B. **Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in online auctions, online

gaming or mp3/mp4 sharing systems.

5. Students shall not disclose personal information, such as their name, school, address, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

II. **Enforcement**

A. Methods of Enforcement

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

B. Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
    a. Loss of computer privileges;
    b. Short-term suspension;
    c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and

d. Other disciplines as school administration and the school board deem appropriate.

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

III. **Children's Online Privacy Protection Act (COPPA)**

A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.

B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

POLICY 5063 AUDIO & VIDEO RECORDING

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

LEAVING SCHOOL DURING THE DAY

Students are not allowed to leave the school building during the school day unless permission has been granted from an administrator or the school nurse. Students will not be allowed to leave the school premises without permission from the parents or guardian. This permission can be granted by a phone call to an administrator or the attendance secretary. Students who leave the building without permission and return to the building will be searched and other appropriate consequences assigned.

LOCKERS

The first week of school 9th, 10th & 11th-grade students will be assigned a locker. Senior students may see the main office to request a locker. Students may **NOT** switch lockers with another student without permission from the office. Sharing of lockers is not allowed. All lockers are the property of the school and are available to students for their use. As school property, lockers are subject to inspection/search at any time by school officials. Students should not expect privacy regarding any item placed in a locker. Students are responsible for whatever is contained in their lockers.

Students should not give locker combinations to anyone, and should not keep valuable items in a school locker. The school cannot assume any liability for loss or theft of a student's money or valuables.

LUNCH

Each Ralston High student will be provided with a 30-minute period for lunch. Students must report to and remain in one of the designated lunch areas. Students must request a pass to leave an area once they have reported to that location. No food from outside establishments is permitted in the building.

Students are expected to behave with respect, responsibility and safety in mind during the lunch period. This includes picking up their table/space. Students who leave trays/food/trash behind or otherwise cause disruption in the cafeteria will be subject to disciplinary action, up to and including mandatory reassignment from Ralston High School.

Students must have their ID Card with available funds in the account to purchase lunch, or pay with cash. Households are expected to maintain a positive school meals account. All meals are charged to each student's meal account and must be paid for. Any student with a negative meal account will not be allowed to purchase ala carte food items, such as additional entrees,

bottled water, etc. Students who fail to carry their ID card when entering the cafeteria will be expected to wait at the end of the line and utilize a specified checkout station so their identity can be verified prior to funds being charged. Students who have their ID will be allowed to access the serving area first and scan their cards at checkout stations for faster service.

IDENTIMETRICS FINGER SCANNING

The Ralston Public Schools use a finger scan system to provide security for your students' meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

NON DISCRIMINATION 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 (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

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

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

MAKE-UP WORK DUE TO ABSENCE

It is difficult to make up all work missed due to absence or suspension since student interaction, discussion, and laboratory experiments cannot be replicated. A student may be allowed to make up all possible classroom work when an absence occurs. Students may also make up any missed tests because of absences. **It is advisable for work to be completed prior to anticipated absences.** Under typical circumstances, the student should be allowed 2 days to make up work for each day of **excused** absence. Students who are absent due to a special request

during the last 3 days of a term may not be allowed to make up final tests without **advanced** administrative approval.

Students will use their 1:1 device to email teachers about their absence and request make-up work.

MAKE-UP WORK DUE TO SUSPENSION

Refer to section DISCIPLINE, STUDENT on page 18.

MEDIA CENTER / LIBRARY / COMPUTER LAB

General Information and Expectations

1. The library is open from 7:40a.m. until 3:40 p.m. when school is in session.
2. Books may be checked out for a three-week period.
3. Back issues of magazines may be checked out for a three-week period. Current magazines must be read in the library.
4. A total of 10 items can be checked out at one time.
5. Students must use their student ID Card to check out materials. Students are responsible for any late, lost, or damaged materials checked out in their name.
6. Students should not check out books for another student using their ID Cards.
7. Students must have a pass signed by a teacher to be in the Computer Lab or Library during school hours, unless they are with their class or have Open Campus.
8. Food, drink, and electronic devices are only allowed in the Computer Lab or any Media Center area with advanced staff permission.
9. Computers must be used for school purposes only and for the reason assigned by the teacher. Games/social sites and personal e-mail are not permitted without advance staff permission.

MEDIA CENTER / LIBRARY / COMPUTER LAB

Copyright Guidelines for Computer Usage

In order to comply with Public Law 96-517, Section 10(b) which amends Section 117 of Title 17 of the United States Code and Policy EGAAB of the School District of Ralston the following guidelines shall be followed by all faculty, staff, and students.

1. Under no circumstances shall illegal copies of copyrighted software be made or used on school equipment.
2. Software that resides on a school computer's hard drive, network, disk, CD-ROM, or other storage device shall not be copied or transferred to another medium of storage.
3. Shareware and public domain software must be reviewed and registered with the school's Technology Management Team before it may be used on school's equipment.
4. Games or other programs that do not have a specific educational purpose shall not be used on school equipment.
5. Pornographic or obscene materials used via the Internet or other software is prohibited. Faculty, staff or students in violation of these guidelines may have computer privileges restricted and other disciplinary action may be taken.

NATIONAL HONOR SOCIETY

To apply for consideration for membership in National Honor Society:

1. Student must be a junior or senior with a *cumulative* GPA of 3.5 or higher.
2. Student must complete a National Honor Society resume listing at least 2 school activities.
3. Juniors must have 20 hours of approved community service turned in by mid October; Seniors, 30 hours.
4. Student must acquire validation of outstanding leadership and character on forms filled out by adult leaders.

PARKING

Students are allowed to park in the East parking lot in designated areas with a parking permit. Students are **NOT** allowed to park in the staff lot or other non-designated areas around the building.

To secure a permit for a parking space, students must show a driver's license, complete an application, and purchase a permit for $5.00. The parking permit must be visible from the aisle. The car will be ticketed if parked in a non-designated area and if the permit is not displayed. Failure to pay fines within one month may result in the parking privilege being revoked. The permit is valid only for the vehicle for which it is issued. Disregarding parking areas or willful reckless driving may result in ticketing, towing, or loss of parking privileges.

Students should keep cars locked at all times. The school cannot assume any liability for damage or theft to vehicles parked on school property.

PASSES

Passes are issued to students by staff at their discretion. In order to obtain a pass from a teacher, students must turn their phone into the phone holder or to the teacher. This ensures students are not meeting friends in the restroom for unintended purposes. Passes are only for the intended destination (i.e. bathroom, nurse, counselor, office). Passes may be restricted based on misuse or repeated rule violations. Students found in the hallway without a valid pass from a staff member or in an unauthorized or unapproved area will be subject to disciplinary action as determined by the administration.

PERSONAL PROPERTY, STUDENTS

The school does not assume responsibility for lost or stolen personal property. A report may be filed with the school resource officer.

PHYSICAL EDUCATION, MEDICAL EXCUSES

Any student who must be excused from physical education classes for a day must secure a medical excuse form from the school nurse prior to the period to be missed. Parent/Guardian permission must be given. The student must attend the class period, but need not follow the rigorous activities for the day. Students who miss physical education classes in such fashion may lose points and/or be expected to make up the missed time.

PLAGIARISM

Plagiarism is a form of copying another's work and using it as one's own. Plagiarism shall be considered an academic offense in any Ralston High School class. Any student found guilty of plagiarism shall be penalized. Penalties may include a failing grade for the assignment and other appropriate consequences.

Examples of plagiarism:

- Copying and pasting a passage of text unchanged from an internet or online resource without citing the source.
- Copying slides from another student's PowerPoint and including them in your project.

- Copying pictures from Google Images and inserting those into your paper or project without citing the source (photographer's credit or location where the picture was found).
- Copying word-for-word from a printed resource (encyclopedia, magazine, etc.) and claiming it as your own.
- Copying an idea or format for a story or poem and claiming it as your own.

POSSESSION OR USE OF TOBACCO PRODUCTS

The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products;, or any other such look-alike or imitation product, is not permitted on school property at any time (Policy 3016).

Any student caught in violation of this policy may be assigned consequences up to and including mandatory reassignment from Ralston High School. Additional disciplinary action may be invoked for students involved in extracurricular activities or athletics (refer to the activities/athletic portion of the handbook).

POSSESSION OR USE OF ALCOHOL AND/OR OTHER DRUGS (Policy 5035)

When a student is found using, possessing or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-alikes either at school or at school related functions, whether they take place during the school day or at sporting events, dances, plays, intramurals, or retreats held outside the school day, on or off campus, the following disciplinary actions may be taken and law enforcement notified.

1. Sanctions on School Grounds or at School Events
   a. First Offense. Suspension from school for 5-19 days. Parents/Guardians, at their own expense, may choose to enroll their student in a District approved drug/alcohol education program. Legal authorities will be contacted. (79-293 Reissue 1996)
   b. Second Offense. Mandatory reassignment/expulsion. Legal authorities shall be contacted. (79-267(6), 293 Reissue 1996).

POSTERS, SIGNS and PUBLICATIONS

A sponsor and an administrator must approve all posters, signs and publications before they can be displayed or distributed. Display areas are provided. ONLY painter's tape may be used to hang posters in the building.

R-KIDS

RKIDS is the school management portal for student information. Parents will be provided a username and password for their student's RKids account. Parents are encouraged to monitor their student's progress.Parent may contact the main office to set up an RKIDS account to access students' grades, assignments, and attendance.

RESTROOM EXPECTATIONS

Stalls are for single use only and may not be occupied by more than one person at a time. In order to ensure safety and proper use of the restrooms, there is a maximum of 6 people in a restroom, with the understanding that others need to use the facility, which should not be used for eating, drinking, or socializing. Food and drink are NOT permitted in the bathroom. Cell phone usage is not permitted in the restroom.

SCHEDULE CHANGE AND WITHDRAWAL FROM CLASS

Due to the time spent with the Individual Learning Plans and the focus spent on planning for a career, along with the commitments to hiring and resources being based on students' course requests, there are only a few ways a schedule will be changed: if there is an irresolvable conflict caused by the master schedule; if there was an "F" in the specific curriculum area on the previous report card; if a student picks up an approved class from Metro, UNO, or an internship; if the student is scheduled into a course for which credit was previously earned; if a course has been scheduled out of sequence (ex. French 2 before French 1); if a Senior is missing a class required for graduation. These changes *should* be made in advance of the start of the term, but must otherwise be made within the first TWO DAYS of the term.

Students' schedules will not be changed to secure a late start/early release or to leave early for work; to request a specific teacher; drop a semester/year long course prior to completion; to request a specific lunch period; to match a friend's schedule; drop a course that was requested to improve GPA and/or take a different course to raise GPA; drop a course to sign up for an online class instead; or drop a course that was requested because the student no longer "needs" the credit or has "lost interest" (students are encouraged to take a full load of classes to earn more than the minimum 240 credits required for graduation). Any requests for such schedule changes need to be directed to the counseling department prior to August 1.

After the second day of class, consideration will be given only to students who are academically misplaced. In rare circumstances during a term, a parent may wish to withdraw their student from a class against the educational recommendations of the high school counseling staff and administration. These students will be dropped with a "WF" for the term that counts against the student's grade point average.

Please note: Seniors must be enrolled in 3 out of 4 class periods per day (plus Homeroom) in order to be eligible for many commencement honors, scholarships, college admission and or varsity athletic participation. It is ultimately the student and parent/guardian's responsibility to ensure the student is enrolled in and participating in the number of courses required for these purposes.

Security and Safety

The Ralston High School administration and staff take building security very seriously. To ensure that our building is as safe as possible, the following behaviors and actions will not be tolerated:

- Propping open external doors
- Letting people into the building by opening a door - all students who arrive after the start of the school day, as well as all visitors to the building, are expected to enter through the front security entrance. Any student who lets another person (whether it be a student or visitor) into the building by bypassing this system is in direct violation and will face disciplinary action
- Using non-approved exits from the building for open campus privileges
- Concealing or restricting one's appearance with hoods, non-medical face coverings, etc
- Students who are in unsupervised areas that are not intended to be occupied
- Other behaviors or actions that could potentially compromise the integrity of the building's safety

Violations could result in consequences up to and including mandatory reassignment from Ralston High School.

SIXTH GRADE OUTDOOR EDUCATION COUNSELOR

Students may be ineligible to participate in the Outdoor Education experience if, during the present or previous semester, they were suspended. Attendance and academics must be in good standing.

SKATEBOARDS

Skateboards are not permitted in the building. Students who bring skateboards to school will be required to check them into the office or store them in their locker immediately upon arrival. Skateboards are not allowed to be ridden outside on the sidewalk or in the parking lot.

TELEPHONES

There is a dedicated phone for student use in the counseling office.

TESTING POLICY OF RALSTON PUBLIC SCHOOLS (Policy 6004)

Ralston Public School follows the required state guidelines for standardized testing. The Board of Education shall receive an annual written report consisting of the results of all components of the school system performance program including, but not limited to, standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, follow-up studies of graduates, and learning climate surveys. These reports shall be made available to all patrons of the district.

Copies of the most recent standardized and criterion-referenced tests used in the district will be available for parental/guardian review. Requests should be made to the building principal. In the case of secure tests, such as the ACT, parents/guardians must contact the publisher.

1. Parents/guardians may obtain individual test results of their child by contacting the teacher or building principal.
2. Building principals will excuse a student from specific tests through a written request by the student's parents/guardians when they object on political, moral, or religious grounds.

Parents may opt their student(s) out of mandated assessments. To opt out of a state mandated assessment a parent/guardian must provide a written notification to the school principal prior to the beginning of the assessment window.

THEFT

Any theft or attempted theft of school, student, or school employee property that occurs on school grounds or at a school activity may result in consequences including, but not limited to suspension and/or recommendation for reassignment or expulsion. Legal authorities will be contacted.

TRANSFER OR WITHDRAWAL FROM SCHOOL

If a student moves to another city, transfers to another school, or withdraws, they must obtain a withdrawal slip from the office. All textbooks and other materials belonging to the school must be checked in and fees paid before the student is released. School files or records concerning a student will be provided at no charge, upon request of the principal, to any public or private school to which the student transfers.

VENDING MACHINES

Vending machines are placed in the building for students' convenience. **Ralston High School is not responsible** in any way for the machines' malfunctions. Students are expected to

dispose of containers and wrappers in the waste receptacles provided. There are no refunds given on machine malfunctions.

WEAPONS & FIREARMS (Policy 5049)

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. ***Definition of Weapon.*** The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

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

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

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

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

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

WIN TIME

This time is designated for intervention and extension for student learning. Students who are identified by their teachers/staff needing academic or social emotional intervention will be assigned to those sections. Students who are not assigned for intervention will be in extensions or study halls. Students must attend WIN time.

ACTIVITIES AND ATHLETICS

Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students

are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens. Students who participate in extracurricular activities are subject to the rules, regulations, and stipulations in the entire student handbook. Students who violate the student handbook and/or the law of the state of Nebraska are subject to consequences up to and including not being allowed to participate in extracurricular activities.

ATHLETIC and ACTIVITY OFFERINGS

- **Fall Sports:** Volleyball*, Football*, Softball*, Boys Tennis*, Boys and Girls Cross Country*, Girls Golf*, Unified Bowling*
- **Winter Sports:** Boys and Girls Basketball*, Boys and Girls Wrestling*, Boys and Girls Swim and Dive.*
- **Spring Sports:** Baseball*, Boys and Girls Soccer*, Girls Tennis*, Boys Golf*, Boys and Girls Track.*
- **Clubs and Activities:** Art Club, Cheerleading, Dance, Class Officers, Color Guard, Debate*, DECA, Drama, FCA, FCCLA,, Green Club, HOSA, Instrumental Music*, Key Club, NHS, Speech*, Student Council, Thespians, Vocal Music*, Yearbook, Educators Rising, Skills USA, Robotics, RAMclucity.

Note: Sports and activities with a * are NSAA sanctioned activities and are subject to the by-laws of the NSAA. The NSAA bylaws can be found at nsaahome.org. Club offerings can change depending on participation numbers and other factors.

ACTIVITY TICKETS

All Ralston students may buy a Student Activity Ticket admitting them once to each regularly scheduled athletic event sponsored by Ralston, free or at a reduced price. All students who participate in extracurricular activities must purchase a Student Activity Ticket. These cards are not transferable and refunds will not be made. Students abusing the use of these cards may lose their privileges. Lost cards should be reported to the office and a new one will be issued for a charge of $5.00. The cost of a card is $50.00 per year. The $50 activity fee can be waived for students who are on the free and/or reduced lunch program. Students who wish to waive this fee must have the proper paperwork on file in the Principal's office.

ATHLETIC PARTICIPATION

Any student going out for athletics at Ralston High School will check out through the Athletic/Activities Director's office. In order to participate in athletics, the athlete must have on file in the Athletic/Activities Director's office, the following:

1. Completed Physical Form*
2. NSAA Student / Parent Consent Form*
3. Student Activity Ticket purchased
4. Completed Student Handbook Signature Form
5. Ralston athletes must participate in the "Impact Testing Program"
6. Complete paperwork from the Athletic Trainer's office.

An athlete will check out a lock from the coaching staff for use in the school locker rooms.

All athletes must have all equipment from other sports turned in before participating in the next sport.

*The physical form, consent form, and signature form can be found online at the school website, https://www.ralstonschools.org/RHS

STUDENT ELIGIBILITY

Ralston High School adheres to the policies of the Nebraska State Activities Association (NSAA) in relation to student eligibility for NSAA sanctioned sports and activities. Those requirements are listed below with references to where the requirement can be found in the NSAA activity by laws.

In order to represent a Nebraska High School in interscholastic activities competition, a student must abide by the eligibility rules of the Nebraska School Activities Association. A summary of the major rules is given below. Contact the principal or activities director for an explanation of the complete rule.

2.2.1 Student must be a bonafide student of their member school and have not graduated from any high school. 2.2.2 After a student's initial enrollment in grade nine, they shall be ineligible after eight semesters of school membership beginning with their enrollment in grade nine. 2.3 Student is ineligible if nineteen years of age before August 1 of the current school year. (Students in grades 7 or 8 may participate on a high school team if they were 15 years of age prior to August 1 of the current school year.) 2.4.1 Student must be enrolled in some high school on or before the eleventh school day of the current semester. 2.5.1 Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school they wish to represent in interscholastic competition. 2.5.2 Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester. 2.6.2.1 Guardianship does not fulfill the definition of a legal parent. If a guardian has been appointed for a student, the student is eligible in the school district where their legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling. 2.6.3 A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by their parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, they have established their eligibility at the high school where they participated. If the student elects to attend another high school upon entering ninth or tenth grade, they shall be ineligible for ninety school days. Student eligibility related to domicile can be attained in the following manners: 2.6.9.1 If the change in domicile by the parents occurs during a school year, the student may remain at the school they are attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible. 2.6.9.2 If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school they have been attending and retain eligibility. 2.6.9.3 If a student elects to remain at the high school where they initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, they are eligible at that school, or are eligible at a high school located within the school district in which the parents established their domicile. 2.6.10 If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile. 2.7.7 Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall. Those students whose name does NOT appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 2.7.8 Nebraska transfer students must have signed and delivered all forms necessary to make such a transfer to the school in which they intend to enroll for the 2023-24 school year prior to May 1, 2023; for the student to be eligible. The school to which the transfer is being made must have notified the NSAA office via an

NSAA online transfer form, no later than May 1, 2023. The student would become ineligible for ninety school days the next fall if the student were to change their mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to their former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered and accepted prior to May 1, 2023, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 3.5 / 3.1 Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by their school. Any other competition will render the student ineligible for a portion of, or all of, the season in the sport. The season of a sport begins with the first date of practice as permitted by NSAA rules. 3.5.1 During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. *(Refer to 3.5.1.1 for exceptions in Swimming & Diving.) 3.6 A student shall not participate on an all-star team while a high school undergraduate. 3.7 A student must maintain their amateur status.

Further explanation of NSAA eligibility rules can be found at nsaahome.org. Parents/guardians and students can also contact the AD office at Ralston High School for clarification of any NSAA by-laws.

RISK OF INJURY WARNING

The purpose of this WARNING is to bring to your attention the existence of potential dangers associated with athletic and activity participation. Participation in any sport and/or 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,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 the best coaching, the use of the best protective equipment and the strict observance of guidelines, injuries are still a possibility.

It is understood that if an Inhaler/EpiPen needs to be accessible, it will be the student's responsibility to provide a separate Inhaler/EpiPen which will be kept with the coach's first aid supplies or training staff until the end of that sports season.

~~**"BLUE CARDS" AND ELIGIBILITY**~~

~~Students who participate in NSAA sanctioned activities must adhere to the following explanation of the school's "F" program (also known as the "blue card" program).~~

~~Each Friday the school will be provided a list from ESU 3 of all students currently participating in an NSAA sanctioned activity who are failing one or more classes. The activities director's office will distribute blue cards to the coaching staff of each sport/activity and those coaches and sponsors will then give students the blue cards that inform the student of each class the student participant is failing.~~

~~Once the student has been informed of the class(es) the participant is failing, that student will have until the next Wednesday to rectify the situation, get the card(s) signed by the teacher and turn those cards into the Activities Director's office. If the student does not turn in signed blue cards by 4 pm Wednesday, that participant is immediately ineligible for any contest or events (the student can still practice and participate in meetings). If the student cannot get to passing by Wednesday at 4 pm the teacher may sign the card if there is a WRITTEN plan in place for the student to get to passing. A copy of the written plan must be presented to the AD. The written plan must have a date that the student must complete work needed to achieve a passing grade. If that date is not met the student becomes ineligible to participate in games and events. Any time a student achieves a passing grade and presents a signed card to the AD that participant is immediately eligible for games and events.~~

~~If there are questions or concerns about this process from a teacher, coach, sponsor, parent or student, the AD office should be contacted.~~

~~If a student is suspended from play due to the "I" policy, a parent/guardian will be contacted. Other activities that are not NSAA activities may choose to participate in the blue card program~~

Academics and Activities

Students who are involved in NSAA sports and/or activities are subject to academic participation rules. In addition to requirements by the NSAA, Ralston High School has established the following academic and behavior requirements for students involved in NSAA sports and activities (Other clubs and activities may also adopt these rules for participation).

Grade reports are received by the AD office every Thursday night. Students who are currently in an NSAA sport or activity will be notified on Friday that they are failing one class and have the option of attending an activities study hall on Wednesday morning and/or Friday after school (coaches and sponsors can require students to attend).

Students who are failing any two classes will be notified that they are on academic probation and are required to attend at least one study hall each week until they are passing all classes (Coaches and sponsors can require students to attend both study halls).

Students who are failing any two classes for two weeks will be notified that they are ineligible starting on Wednesday of the following week to participate in any contests or events until the student is passing at least one of those classes. Once the student satisfies the AD or their designee that they are not failing more than one class the student is immediately eligible. The failing classes do not have to be the same classes. For example, if a student is failing math and science one week, and then government and science the next week, they still fall under the rule for failing two classes for two weeks.

Students who are failing any three classes at the time of any grade report will be notified that they are ineligible starting the Wednesday of the following week unless they satisfy the AD or P designee that they are passing at least two of those three classes.

Coaches will be aware of student attendance. Students who skip (absent unexcused) a class or classes cannot practice or participate in any event that same day. Students who have excessive unexcused absences or tardies are subject to team discipline by the coach/sponsor and may also be subject to discipline from the AD office that includes but is not limited to attending the activities study hall, being held out of practice(s), and/or not being allowed to participate in games or events.

All students who participate in activities and or sports are subject to the student handbook. Any office referrals or other disciplinary action during the school day can also affect a student's status with the team or activity that the student participates in.

Students who are declared ineligible for academic or attendance reasons will be notified as will their parent or guardian.

CODE OF CONDUCT

The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, vocal music, band, speech, drama, FCCLA, Spanish Club, Art Club, Student Council, National Honor Society, DECA, HOSA, Green Club, Math Club, French Club, ACADEC, Key Club, class officers, FCA, Color Guard, Thespians, Robotics and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension. Students who are under an expulsion that continues into the next school year will not be allowed to participate in summer workouts and/or other activities connected to the school during the summer months.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been established to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.

2. Use of violence, force, coercion, threat, intimidation, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.

3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.

5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.

7. Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a 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. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. (Note: Refer to "Drug and Alcohol Violations" for further information).

8. Public indecency.

9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.

10. Engaging in 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;

11. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.

12. Repeated violation of any of the school rules.

13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.

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 dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for those students riding Ralston Public School buses or vehicles used for activity purposes.

17. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.

18. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.

19. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.

20. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.

21. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

REGULAR SCHOOL ATTENDANCE

Students who participate in clubs, activities, and athletics are expected to have a good attendance record at school. Unexcused absences from school and classes, and/or excessive tardies, and/or lunch skips may lead to consequences in relation to participation in extracurricular activities. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation, and possible removal from the team or activity. The previous list is not all-inclusive and are in addition to the policies of the coach or sponsor. Decisions on consequences will be made by the activities director in consultation with the coach or sponsor. A parent/guardian will be informed of decisions regarding consequences related to extracurricular activities.

Students are expected to attend practices, meetings, events, and other activities related to their particular extracurricular activity. Each coach and sponsor will have attendance policies and participants are subject to those policies.

ABSENCE AND ACTIVITY PARTICIPATION

Students may not participate in a school activity or practice unless they have been in attendance for periods 3, 4, and 5 unless excused in advance for that school day by a parent and/or approved by an administrator. Some students may have "free periods" and those do not count against attendance in regard to activities. Any student unexcused for any part of the school day who is also a member of an extracurricular activity, club, or team will not be allowed to participate in the activity, club, or team performance or practice with their team that day without approval from an administrator.

ACTIVITIES, CONFLICT IN SCHEDULING

If a student is involved in 2 different school activities and if each activity has an event scheduled for the same time, then the student must choose the event in which to participate. This decision should be made after the student has consulted parents/guardians and the sponsors involved.

If one of the events is a state or district event, the student may be expected to participate in the state or district event.

BEHAVIOR IN SCHOOL

Students who participate in clubs, activities, and athletics, are expected to behave in school. Any student suspended from school is prohibited from participating in or attending any extracurricular activity or practice until the suspension is over. The student is also subject to additional consequences in relation to extracurricular activities. The participant may also be subject to consequences of the coach or sponsor per their expectations.

Poor behavior at school can lead to consequences in relation to extracurricular activities. Poor behavior may be just a single event or a series of events where a student has accumulated a number of referrals and/or demerits. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation for a specific period, removal from the team or activity, and/or suspension from attending or participating in extracurricular activities for up to one year. The previous list is not all-inclusive and is in addition to the policies of the coach or sponsor. Decisions on consequences will be made by the activities director, in consultation with the high school administration and the coach or sponsor. A parent/guardian will be informed of decisions regarding consequences related to extracurricular activities.

Students who participate in extracurricular activities are subject to the stipulations in the entire student handbook when participating in or attending any school event.

BEHAVIOR AT EXTRACURRICULAR EVENTS

Student participants in extracurricular activities are expected to follow the ideals of being respectful, being responsible, and being safe at all home and away events. Students and/or participants are expected to display good sportsmanship and respect opponents, officials, fans, and all participants. Students are subject to stipulations in the entire student handbook while participating or attending school events at home or away. Violation of any part of the student handbook may result in school consequences determined by the administration and/or consequences related to activities.

DRESS FOR EVENTS

Student participants in extracurricular activities are expected to dress appropriately when traveling to and from away events. In addition to being subject to the student dress code in the student handbook, participants are subject to the dress and grooming expectations of the head coach or sponsor. The same stipulations apply to home events.

TEAM PICTURES

Team and individual pictures are taken by a professional photographer and students, parents, and/or guardians can make the appropriate arrangements for purchase (generally an order form is given to the students). The photo sessions are scheduled between the coach or sponsor and the photographer. Students not in attendance the day of the scheduled photo shoot will not appear in the pictures.

SOCIAL MEDIA

Ralston High School recognizes the importance and power of social media. There are many ways social media can enhance the experience of participants in extracurricular activities. Ralston High School encourages the positive use of social media to promote students and activities.

The misuse of social media by students who participate in extracurricular activities is subject to consequences. Examples of misuse of social media include but are not limited to the following list.

1. Making profane or disparaging remarks about another student or students, a staff member, a sponsor or coach, or someone in the community.
2. Bullying another student or students, a staff member, a sponsor or coach, or someone in the community.
3. Use of language that is profane, sexist, racist, or otherwise disparaging to a certain group of people.
4. Sending out inappropriate pictures.
5. Use of social media for purposes that are in violation of the law.
6. Any other use of social media that a reasonable person could consider harmful to someone or to a group of people.

If it is brought to the attention of the AD office that there has been misuse of social media by a participant in extracurricular activities, an investigation will ensue and decisions will be made regarding consequences in consultation with the head coach or sponsor and the high school administrative team. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation, and removal from the team or activity. The previous list is not all-inclusive and are in addition to the policies of the coach or sponsor. A parent or guardian will be informed of any decision affecting a student's participation in extracurricular activities.

TOBACCO, VAPING

Per school board policy, Ralston High School is a smoke free campus. The use or possession of tobacco or vaping products by any student on campus or at any school event home or away is prohibited. The offending participant will visit with an administrator for school consequences. The student will not be able to participate in any practices or contests during any suspension, and cannot practice, attend, or participate in any event the day of the possession or use. Any student who receives consequences for vaping, tobacco use or having materials associated with vaping and/or tobacco at school or at a school event will not be allowed to practice or participate in any activities during the time period of school consequences and will be suspended for one contest and/or event in each activity the student is currently participating in. Any event missed during the school consequences will count toward the 1 event suspension. If a student is not currently in any activity the consequence will take place during the students next activity. Once the suspension is announced, the student cannot join an activity in order to fulfill the requirements of the suspension. If there are not enough competitions or events left for a student to fulfill the suspension requirement then the suspension carries over to the next season and/or activity. If a student is vaping and it is found that the vaping included the use of drugs the student is subject to the school and activity drug and alcohol procedures.

POSSESSION OR USE OF ALCOHOL AND/OR OTHER DRUGS

Student participants in extracurricular activities are subject to the student handbook and to the tobacco, drug, and alcohol policy contained therein. Students who participate in extracurricular activities are also subject to the athletic and activities portion of the handbook.

Any student who is participating in or plans to participate in any extracurricular activity and has been cited by the police for or found through investigation by school administration to have been using, in possession of, and/or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-a-likes either at school or at school sponsored functions, whether they take place during the school day or outside the school day, on or off campus is subject to the following consequences:

Suspension from attending and participating in any RHS activity sanctioned by the NSAA for a period that equates to 30% of each activities season that the student is currently participating in. If the activity includes competitions against other schools the student is suspended from 30% of the competitions instead of

30% of the season. This suspension can be reduced to 20% of the season or 20% of competitions if the student self-reports* and upon agreement to participate in a district approved evaluation and treatment program** at the expense of the student, parent, and/or guardian;
During the length of the suspension, the student is not allowed to attend any extracurricular activity as a spectator or participant;
If the student is out of season the consequences carries over to the next extracurricular activity in which the student participates;
If there is not enough season left to complete the suspension, the consequence carries over to the next extracurricular activity in which the student participates.
The student must complete all activities affected to the satisfaction of the sponsor or coach and activities director or the suspension starts over upon the next extracurricular activity in which the student participates;
The student may not join an activity once the suspension is announced in order to fulfill the requirements of the student's suspension.

Any student who is in an activity or activities that are not an NSAA sanctioned activity will be suspended from that activity for a period of 14 days; these 14 days must include at least 2 events or competitions. If there are not two events within the 14 day suspension the student will still be required to fulfill that part of the suspension even if the initial 14 days suspension has expired. Events do not include regular meetings. Events that qualify will be determined by the AD in conjunction with the sponsor. Students who are in an NSAA sanctioned activity and other activities will serve both suspensions.

Some activities may have additional consequences that are not listed in this handbook. Students who participate in such activities will be informed of those consequences by the activity sponsor.

Any student who participates in any extracurricular activities-and has been cited by the police for or found through investigation by school administration to have been using, in possession of, and/or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-alikes off school grounds and not at a school sponsored event at any time of the year is subject to the following consequences:

Suspension from attending and participating in any RHS activity sanctioned by the NSAA for a period that equates to 30% of each activities season that the student is currently participating in. If the activity includes competitions against other schools the student is suspended from 30% of the competitions instead of 30% of the season. This suspension can be reduced to 20% of the season or 20% of competitions if the student self-reports* and upon agreement to participate in a district approved evaluation and treatment program** at the expense of the student, parent, and/or guardian;
During the length of the suspension, the student is not allowed to attend any extracurricular activity as a spectator or participant;
If the student is out of season the consequences carries over to the next extracurricular activity in which the student participates;
If there is not enough season left to complete the suspension, the consequence carries over to the next extracurricular activity in which the student participates.
The student must complete all activities affected to the satisfaction of the sponsor or coach and activities director or the suspension starts over upon the next extracurricular activity in which the student participates;
The student may not join an activity once the suspension is announced in order to fulfill the requirements of the student's suspension.

Any student who is in an activity or activities that are not an NSAA sanctioned activity will be suspended from that activity for a period of 14 days; these 14 days must include at least 2 events or competitions. If there are not two events within the 14 day suspension the student will still be required to fulfill that part of the suspension after the 14 days are over. Events do not include regular meetings. Events that qualify will be determined by the AD in conjunction with the sponsor. Students who are in an NSAA sanctioned activity and other activities will serve both suspensions.

Some activities may have additional consequences that are not listed in this handbook. Students who participate in such activities will be informed of those consequences by the activity sponsor.

Once a student has satisfied the terms of the activity suspension from NSAA sanctioned activities, from non NSAA sanctioned activities or both, the student can resume participation. If a student is not in any activity at the time of the suspension it carries over to the next activity or activities the student participates in. A student cannot join any activity once the suspension is given as a means to satisfy the suspension.

*Self-report requires that the student report the violation within 24 hours to the student's coach/sponsor or to an administrator. If there is no school within 24 hours of the violation but there is a practice or a competition the student must report the violation to the coach/sponsor or to an administrator on duty. If there is no school, practice, or competition within 24 hours of the violation the student must self-report at the next reasonable opportunity. All students are expected to be honest and forthright with school officials. In making a self-report, the student must identify the events that took place, location of the event, what conduct the student participated in and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

**The student must participate in the treatment program if recommended by the evaluation. If the student does not complete any recommended treatment program the consequence reverts to the 30% of the season or competitions length of suspension.

Procedures for Extracurricular Discipline

The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances.

2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference or by zoom. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practical. The student is responsible for cooperating in the scheduling of the meeting.

3. Notice Letter. Within five school days or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parent/guardian. The statement will describe the student's conduct violation and the discipline imposed.

4. The student and parent or guardian may follow the due process procedures.

In regard to activities that include practices for competitions, the student will be allowed to practice but must meet all attendance requirements expected of every participant. Students may not attend practice during any suspension from school.

SUBSEQUENT OFFENSES

A second offense of the drug and alcohol portion of the student handbook as it related to activities will result in a one year suspension from attending and participating in activities. A third offense and the student is suspended from attending and participating in activities until the end of the student's high school career.

DUE PROCESS

Students who participate in extracurricular activities and have their participation curtailed for violation of the code of conduct, attendance, behavior, breaking the drug and/or alcohol policy, or for any other reason have due process rights. Students who are suspended from extracurricular activities will have the reasons explained to them and their parents/guardian will be contacted with an explanation. Students held out of activities for academic reasons will have their parent/guardian contacted by their coach or sponsor or the AD. Due process for activities will consist of the following process:

1. An appeal is made to the high school Principal. The Principal will inform the student and parent or guardian of the decision within 3 school days of the appeal
2. An appeal is made to the district Superintendent. The Superintendent informs the student and parent or guardian of the decision within 3 school days of the appeal.

All appeals must be in writing and within five days after the notice of consequences to the student and parent or guardian and within 5 days of subsequent decisions by school administrators.

FACILITY USAGE / ATHLETIC LOCKERS

Students may use the physical education/athletic areas after school only if a sponsor is present. Priority for facility usage will be given to organized extracurricular activities and/or classes at Ralston High School. Use of facilities should be arranged in advance through the activities director's office. No student is to be in the physical education areas or using school facilities without supervision.

Students who participate in sports will be checked out a locker and will be provided a lock for a fee of $5. It is the athlete's responsibility to take care of the lock and locker. All clothing and equipment should be removed by the participant after each season. The Ralston School District is not responsible for lost or stolen articles or articles left in lockers after the season or school year is over. Students may not switch locks or lockers once they have been checked out without permission. Students are not to share lockers. Vandalizing or damaging school property will result in school consequences as well as consequences related to activities.

TEAM SELECTION

Head coaches and sponsors will make decisions regarding which students will be selected to participate in any given activity. The coach or sponsor will also make decisions as to what level each student will participate (freshman, reserve, junior varsity and varsity). If a coach or sponsor determines that a cut will be made, they will announce the process in advance of any tryouts. Any student who is cut from any activity will have the opportunity for an evaluation if requested. The head coach or sponsor will determine the evaluation process. Students not selected for an activity or sport will be given the opportunity to try out for another sport that season if so desired.

PLAYING TIME

The amount of playing time and/or participation in an activity is determined by the coaching staff or sponsor of that activity. Playing time and participation is determined by a number of factors and is up to the discretion of the head coach or sponsor and assistants.

EQUIPMENT AND UNIFORMS

Any equipment supplied by the school district to participants in any extracurricular activities must be returned at the end of season. Students will be issued appropriate fines for any school property not returned. Students can also be fined for the damage or loss of any equipment and/or uniforms put in their charge. All fines must be paid or equipment (including uniforms) returned before a student is allowed to participate in any other activity or, in the case of a senior, before receiving a diploma. Participants are expected to take proper care of any equipment or uniform supplied by the district.

INCLEMENT WEATHER

If school must be canceled or dismissed early because of inclement weather, practices and contests will be postponed as a rule. Occasionally, weather and road conditions clear by early afternoon, if it is determined that athletes can travel safely, a varsity practice or contest may be held with permission from the athletic director in conjunction with the Superintendent or their designee. Certified staff members are directly responsible for all students under their supervision at any school-sponsored activity. When severe weather strikes, staff members will determine what action will be in the best interest concerning safety for their students. At away events when severe weather becomes a concern, coaches/sponsors along with bus drivers will determine the best course of action to be taken. Coaches/sponsors will make every effort to keep students, school officials and parents informed of any changes or deviations from the normal routine if weather dictates that such actions are necessary.

TRANSPORTATION

The District generally will provide transportation to away events. There are occasions where students are allowed to drive. Any student who drives must have a permission slip signed by a parent or guardian on file in the activity director's office prior to the event. Students who ride with other students must also have a permission slip signed by a parent or guardian in the AD's office prior to the event. Parents wishing to pick up students from school-sponsored activities may do so at any time. However, if return transportation is being provided and the student is not returning with the school group, coaches, sponsors, or school officials must be notified. No student will be released to anyone other than their parent or guardian, or an adult designated by the parent/guardian.

INSURANCE

Ralston Public Schools provides no insurance coverage and is not responsible for any such expenses. It is the responsibility of the parents/guardians to provide adequate insurance to cover any medical expenses which may be incurred while a student is participating in a school sponsored activity. This insurance may be under a family coverage plan.

COMMUNICATION PROTOCOL

If a student and or parent has a concern the proper communication protocol will be followed:

1. Student participant meets with coach(es) to try to solve the issue;
2. If the problem still exists, the parent can email or call the coach to make an appointment for a meeting. The coach will inform the AD about the meeting and what the concern is.
3. If the student/parent still has a concern, the parent will then email or call the activities director to set up a meeting.
4. If a resolution to the issue is not obtained after meeting with the AD, the parent will call or email the Principal of the high school to meet.
5. If the situation is still not resolved, the parent can call the Central Office and request a meeting with the Superintendent or their designee.

Anonymous letters or other forms of anonymous communications involving a complaint or other issue sent to any coach or sponsor or any administrator may or may not be dealt with depending on the subject matter of the letter. Ralston Public Schools strongly discourages the use of anonymous letters, or other forms of anonymous communication to express a complaint or other issue. The AD, Principal, Superintendent or their designee will not discuss playing time and will not talk about other players on the team.

SPECTATOR EXPECTATIONS

Ralston parents, families, and fans are expected to display good sportsmanship at home and away events. Encourage our team and your athlete, respect the opponents and their fans, accept the decisions of the officials, and accept the outcome. Fans who behave in a manner inconsistent with good sportsmanship by berating officials, making disparaging comments about anyone, or engage in behavior that may put others at harm may be asked to leave the event and could be banned and barred from Ralston Public School property. All parents/guardians, families, and fans are asked to cooperate with on-site supervisors who may include Ralston administrators, staff, and/or coaches. Law enforcement will be called if deemed necessary by on-site supervisors.

ATHLETIC AWARDS

The following is a list of the different athletic and activity awards presented to the athletes at Ralston High School:

Activities Students of the Year

An award given to two students who participated in several activities over the course of their high school career. Students are nominated and selected for the award by activity sponsors. The student must not have been suspended from the school during the year of selection and must have finished each activity in good standing.

Dozen Award

An award presented to any senior who participates in three sports a year for all four years. The student athlete must finish each sport in good standing (athletes who quit or are removed from a sport for disciplinary reasons are not eligible).

Athlete of the Year Award

An award presented to one male and one female athlete at the end of each school year who meet certain criteria in addition to showing superior athletic ability. Students are nominated by head coaches and chosen by a vote of head coaches. The criteria for the athlete of the year award include being a junior or senior, displaying superior ability in athletics, and not being suspended from sports or school during the year of selection. Other possible considerations include attendance at school, behavior at school and events, character, support of Ralston High School.

Spirit Athlete Award

Given to one male and one female athlete at the end of each school year who have demonstrated quality leadership and support of their activity and has shown support for other activities at RHS. Students are nominated and voted on by head coaches. Nominees must be seniors and cannot have had a suspension from school or extracurricular activities during the year of selection. Other considerations are attendance at school, behavior at school, character, and support of Ralston High School in general.

School Letters

Lettering in any school activity is based on the criteria set up by each individual head coach or sponsor. The only requirement from the AD office is that the student finish the season in good standing (the participant has not been removed from the team or quit).

Ralston Wall of Fame

Athletes recognized in the Ralston Wall of Fame must meet at least one of the following criteria:

- Win an individual or team state championship in state competition sponsored by the Nebraska Schools Activities Association;
- Be selected 1st team class A/B by either the *Omaha World-Herald* or *Lincoln Journal Star;*
- Be selected as a male/female athlete of the year
- Be selected as a male/female spirit athlete of the year;
- Set an individual school record in any activity.
- Be selected as activities student of the year.

Awards Night Ceremonies

At the discretion of the coaches/sponsors, an awards ceremony may be organized to recognize students for their achievements following their season. Coaches and parent representatives will pick a night, format, and location for this ceremony. Coaches will present letters, certificates, etc.

The dozen awards, athlete of the year awards, and spirit awards are given at the Senior or Underclass awards ceremonies.

NCAA CLEARINGHOUSE

The National Collegiate Athletic Association (NCAA) has established guidelines that Division I and II member schools must follow before awarding scholarships and granting eligibility to high school students who wish to compete as freshmen on college athletic teams after completion of high school. THE CLASS OF 200 MUST BE AWARE OF NCAA REGULATIONS! Student athletes who wish to participate in NCAA Division I or Division II sports MUST BE CERTIFIED by the NCAA initial-Eligibility Clearinghouse which will analyze your academic information to determine if you meet the NCAA initial eligibility requirements. The three steps for being certified are clearly explained online at www.ncaaclearinghouse.net.

Students who have questions should see a guidance office regarding items such as whether a college is a Division I or II institution in the sport in which they are interested. Students interested in participating in athletics at NCAA Division III colleges, or NAIA colleges should obtain the appropriate athletic guidelines that pertain to these institutions.

CONCUSSION AWARENESS

Pursuant to Nebraska Statute 71-9104 (The Nebraska Concussion Awareness Act) the following information is provided to students, parents, and/or guardians.

Heads Up: Concussion in High School and Middle School Sports A Fact Sheet for Parents

What is a concussion?

A concussion is a brain injury. concussions are caused by a bump, blow, or jolt to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even a "ding" or a bump on the head can be serious.

What are the signs and symptoms of concussion?

You can't see a concussion. signs and symptoms of concussion can show up right after the injury or can take days or weeks to appear. If your child reports any symptoms of concussion, or if you notice the symptoms yourself, seek medical attention right away.

Signs Observed by Coaching Staff	Signs Reported by Athlete	Signs Observed by Parent(s)
Appears dazed or stunned	Headache	Appears dazed or stunned
Is confused about assignment	Nausea	Appears confused
Forgets plays	Balance problems or dizziness	Forgets known items
Is unsure of game, score, or opponent	Double or fuzzy vision	Is unsure of name, usual surroundings
Moves clumsily	Sensitive to light or noise	Moves clumsily
Answers questions slowly	feeling sluggish	Answers questions slowly
Loses consciousness	Feeling foggy or groggy	Loses consciousness
Show behavior or personality changes	Concentration of memory problems	Shows behavior or personality changes
Can't recall events prior to hit on the head	Confusion	Can't recall events prior to hit on the head
Can't recall events after the hit on the head		Can't recall events after the hit on the head

What should you do if you think your child has a concussion?

1. Seek medical attention right away. A health care professional will be able to decide how serious the concussion is and when it is safe for your teen to return to sports.
2. Keep your child out of play. Concussions take time to heal. Don't let your child return to play until a health care professional says it's OK. Athletes who return to play too soon -- when the brain is still healing -- risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.
3. Tell all of your child's coaches and the school athletic trainer about any recent concussion. Coaches should know if your child had a recent concussion in ANY sport. Your child's coach may not know about a concussion your child received in another sport or activity unless you tell them. Knowing about the concussion will allow the coach to keep your child from activities that could result in another concussion.
4. Remind your child. It's better to miss one game than the whole season.

WHEN IN DOUBT, SIT THEM OUT!

Heads Up: Concussion in High School and Middle School Sports
• A Fact Sheet for Student-Athletes

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head.
- Can change the way your brain normally works.
- Can range from mild to severe.
- Can occur during practices or games in any sport.
- Can happen even if you haven't been knocked out.
- Can be serious even if you're just "dinged" or had your "bell rung"

How can I prevent a concussion?

- It's different for every sport. But there are steps you can take to protect yourself from concussion:Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Use proper sports equipment, including personal protection equipment. In order for the equipment to protect you, it must: 1. Be appropriate for the game, position, and activity. 2. Be well maintained. 3. Properly fitted. 4. Used every time you play.

How do I know if I've had a concussion?

- You can't see a concussion, but you might notice some of the symptoms right away. Pay attention to how you are feeling after any bump, blow, or jolt to the head.
- If you notice any of the symptoms, tell your parents, coach, and school athletic trainer right away.
- Other symptoms of a concussion can show up days or weeks after the injury.
- It's best to see a healthcare professional if you think you might have a concussion. An undiagnosed concussion can affect your ability to do schoolwork, other everyday activities, as well as your athletic play. An undiagnosed concussion also raises your risk for additional, serious injury.

What are the symptoms of a concussion?

- Nausea (feeling like you might vomit)
- Balance problems or dizziness.
- Double or fuzzy vision
- Sensitivity to light or noise
- Headache
- Feeling sluggish
- Feeling foggy or groggy
- Concentration or memory problems (such as forgetting plays)
- Confusion

What should I do if I think I have a concussion?

- Tell your coaches, parents, and school athletic trainer
- Never ignore a bump,blow, or jolt to the head
- Get a medical check-up. A health care professional can tell you if you have had a concussion and when you are OK to return to play.
- Give yourself time to recover. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Second or later concussions can cause permanent brain damage, and even death in rare cases. Severe brain damage can change your whole life.
- Tell your coaches and the school athletic trainer if one of your teammates might have a concussion.

As a reminder, always report any injury to your coach and school athletic trainer right away. It's better to miss one game than the whole season. Take care of yourself and enjoy your participation in athletics. When in doubt, sit them out!

MISCELLANEOUS RIGHTS AND RESPONSIBILITIES

ACCIDENT INSURANCE

All students are given the opportunity to participate in a group accident insurance plan provided by an independent carrier. The fee is nominal and covers an accident en route to and from school, on school grounds, during school sponsored events, and intramural and interscholastic athletics except football. All students participating in athletics are required to have accident insurance (either a family policy or the school's plan) or sign a responsibility waiver. Football insurance is available at a higher cost. The Ralston School District is not liable for injuries to students, nor can they pay the medical costs for accidents that occur in athletic contests, on school premises, at school activities, or on the way to and from school.

EXPEDITED APPEALS PROCEDURE

Effective procedures will be developed, including an expedited appeals procedure, by which concerned parents, students, teachers, and area residents will be able to directly participate in local decisions that impact programs offered under this act.

INTERROGATIONS AND SEARCHES (Policies 5022 & 3045)

School officials will respect the privacy of students pursuant to the provisions of law, and the policies of the school district.

1. Law enforcement representatives wishing to interrogate students at schools must show proper credentials.
2. Law enforcement representatives shall not interrogate a student on school premises unless it is an extraordinary matter in scope that necessitates the questioning of the student on school premises. In such a case, the principal or designated school representative shall be present during the interrogation.
3. School authorities shall make reasonable attempts to contact students' parents or guardians before interrogation is permitted.

School representatives may search lockers, personal belongings, and vehicles that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags.

The district superintendent or designee may authorize the use of a canine trained in the detection of narcotics, explosives or any other contraband at any time.

The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) on school property and/or school sponsored activities.

PARENTAL/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES (Policy 5018)

The Ralston Public School District recognizes the importance of parental/guardian involvement in the education of children.

Parental/Guardian Review of Textbooks and Other Materials

The District will provide access to textbooks and other curriculum materials used in Ralston Schools.

1. Textbooks may be checked out by parents/guardians for review. Other curriculum materials, including video and audio recordings and teacher manuals, can be reviewed by parents/guardians within a time frame which does not disrupt the instructional process. Requests should be made to the teacher or the building principal.

2. If parents/guardians object to textbooks or other materials used in the district, they may file a written request with the building principal to request that these textbooks or other materials be reviewed by a committee of teachers and parents/guardians.

Parental/Guardian Attendance at Courses, Assemblies, Counseling Sessions, and Other Instructional Activities

Parents/guardians are always welcome in the buildings, but they must check in at the office at the time of arrival.

1. Parents/guardians are invited to make appointments with the teacher or building principal to attend and observe classes, assemblies, and other instructional activities.
2. School counseling service providers are bound by law to notify parents/guardians if there is a danger to the student, danger to others, or involvement in illegal activities. Parents/guardians will be notified of ongoing counseling sessions. Permission to attend counseling sessions may be granted to parents/guardians by the principal after consultation with the student's counselor.

Parental/Guardian Option to Remove From Classroom Instruction and Other School Experiences

Building principals may excuse a student from specific classroom instruction and other school experiences through a written request by the student's parents/guardians when they object on political, moral or religious grounds. Alternative assignments of comparable effort may be provided for the student by the school.

Parental/Guardian Access to Student Records (Policy 5016)

Parents/Guardians may review their child's files and records at any time. The building principal is responsible for maintaining and protecting the privacy of such files. Outside agencies, such as, but not limited to, physicians, probation officers, psychologists, child guidance clinics, and other reputable agencies who are working with the child, may access these files with parental/guardian consent or by court order.

Parental/Guardian Notification of Student Surveys

All internal surveys which are intended to gather information from students in the district will be approved by the building principal prior to being made available to students. Student participation in surveys is voluntary.

All surveys from external sources will be approved by the Superintendent. Student participation in surveys is voluntary. Parents/guardians will be notified in writing prior to school district participation in surveys by students and may restrict their child from participating in any survey through written request. (Legal reference: 79-531, 79-532)

Routine Directory Information (Policy 5017)

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received

- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, use ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent.

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act (FERPA). Parents will be given the opportunity to prevent the release of this directory information by filing a written objection with the district.

Any student who is 18 years of age or older should communicate to the district office if they do not want this information disclosed without their prior written consent.

VISITORS TO SCHOOL

The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following
    A. Disruption to the educational environment;
    B. Distraction to students and staff;
    C. Confidentiality for students and staff;
    D. Safety of students and staff.

II. Parent/Guardians
    A. Parents wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator as defined by the building handbook.
    B. Parents attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
    C. Parents attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
    D. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class.
    E. All visitors will report to the school office.

III. Visitation by Students
    A. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.

B. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian
C. Non-students (graduates, etc.) will not be allowed to visit in a building without special permission from the building principal.

IV. Program Visitation
A. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

STUDENT FEES, FINES AND CHARGES

PART ONE:

The district's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures which are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire or equipment shall be required of students except as expressly permitted below.

A. Extracurricular activities and spectator events: A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.
2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may fundraiser and/or seek donations according to district policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities and events which occur at other schools, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

B. Minor personal consumable items: The district may require students to be responsible for the purchase of minor consumable items that are used by the student for extracurricular activities. The District will establish a master list of those items, which are considered minor personal consumable items, which may be required. Each school building shall choose those items on the list, which it will require of students attending the school. No item, which is not on the District's master list, will be required. Each school shall annually submit its list of required personal consumable items to the district for approval and publication in that school's handbook.

C. School Store: The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school store.

D. Clothing: In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication into the student handbook.

E. Musical Instruments: Students who take an elective band course shall be required to supply their own instrument or rent an instrument except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the District shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

F. Lost or damaged school property: A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student. The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

G. Donations: The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

H. Parking: Students may be required to pay to park their cars on school property. The district shall annually determine the amount to be charged for parking and publish it in the student handbook.

I. Yearbook, class rings and other optional purchases: Students may be charged for the purchase of items such as yearbooks, class rings, class sweatshirts, graduation announcements and other such voluntary purchases.

J. Graduation attire: Students may be required to pay the necessary fee to cover the cost of graduation attire required to participate in graduation ceremonies.

K. Food: Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

L. Summer school: The District may annually set fees for student participation in classes offered during the summer. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

M. Night school/Adult education: The District may annually set fees for student participation in classes offered to students taking classes through the district's night school/adult education program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

N. Post-Secondary education costs: A student may be charged the actual tuition and fees associated with obtaining credits from a post-secondary educational institution when a student receives both high school credit and post-secondary education credit from a course being taken as part of an approved accelerated or differentiated curriculum program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund unless paid directly to the post-secondary educational institution.

O. Student files and records: Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's file or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

P. Materials required for course projects: The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

PART TWO:
Student Fee Fund
Fees that are charged to students pursuant to PART ONE, subsections A.1, A.2, L, M, and N shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:
Waiver of Student Fees
Fees that are charged pursuant to PART ONE, subsections A and E shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced-price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building Principal. Once the school district has received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The District is not obligated to provide any particular type or quality of equipment or other material to eligible students.

****<u>RALSTON PUBLIC SCHOOLS FEE LIST UPDATED FOLLOWING THE 2nd BOARD MEETING EACH JULY. THE FOLLOWING FEES ARE SUBJECT TO CHANGE.</u>**

Ralston High School Fee List

Fees Assessed:
Extracurricular Activity Fee: $50.00 includes activity ticket
Transcripts: Price for Graduates set by Parchment online order system $4.00;
Current students are free of charge through Naviance
Summer School: $175 resident, $225 non-resident. Night School: $300 maximum / class.
Breakfast Prices: $2.50 Reduced: $0.30
Lunch Prices: $3.10, Reduced Lunch: $0.40
Milk 8 oz: $0.50 Orange/Apple Juice 4 oz: $0.50
Replacement School ID : $5.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Technology Insurance: $30/$15

Required clothing for classes and extracurricular activities
Gym Shorts and Cotton T-shirt (PE) Undergarments
Swimsuit (Swimming) Towel (PE and swimming)
Rubber-soled athletic shoes Socks
FCS (Year 2 & 3): white shirt, black pants, black shoes, and socks
Medical Science Academy 1 & 2: Lab Coat and Scrubs
Automotive Academy: blue jeans, close-toed shoes, academy shirt
Education Academy: business casual professional attire
SCUBA oxygen tank fee- not to exceed $40

Specialized Equipment or Clothing Specific to Extracurricular Activity Participation
Shoes appropriate for the activity Undergarments appropriate for the activity
Gym Shorts and Cotton T-shirt Athletic socks
Golf clubs, practice golf balls, tees Baseball glove / softball glove, bat(s)
Tennis racquet Protective gear (ex. soccer shin guards)
Choir: Up to $350 for competition shirt, pants, ties, dress, shoes, and stockings

Optional Fees -Not Required
Ralston High School Activity Ticket-$50.00 Physicals for Sports-$50.00
Ralston High School Yearbook-$75.00 Parking-$5.00
Student Picture Packages-$15-$25
Printed Clothing
Books &/or consumable materials for personal ownership (ex. clay, wood, etc.)
Extracurricular activities admission – Maximum $25.00 per event
Extracurricular activities travel fee – Not to exceed $4800 per event

Certification (Optional to student)
Red Cross Lifeguard certification $85.00
OSHA: $25
SCUBA certification-paid directly to certification provider

Donations / Fundraising
Cheer and Dance Uniforms: $1200
As approved by the Superintendent or designee

AHERA NOTIFICATION

In the past, asbestos was used extensively in building materials because of its insulating, sound absorbing, and fire retarding capabilities. Virtually any building constructed before the late 1970s contained some asbestos. Intact and undisturbed asbestos materials generally do not pose a health risk. Asbestos materials, however, can become hazardous when, due to damage or deterioration over time, they release fibers. If the fibers are inhaled, they can lead to health problems, such as cancer and asbestosis.

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA) which requires schools to be inspected to identify any asbestos containing building materials. Suspected asbestos-containing building materials were located, sampled (or assumed) and rated according to condition and potential hazard. Every three years, Ralston Public Schools has conducted a re inspection to determine whether the condition of the known or assumed asbestos containing building materials (ACBM) has changed and to make recommendations on managing or removing the ACBM. At the last re-inspection conducted on January 22, 2013 all materials listed in the Management Plan as asbestos containing (or assumed to be asbestos-containing) were inspected and found to be in good condition.

The law further requires an asbestos management plan to be in place. Ralston Public Schools developed a plan, as required, which has been continually updated. The plan has several ongoing requirements: publish a notification on management plan availability and the status of asbestos activities; educate and train its employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six months to assure that they remain in good condition.

The following buildings contain no asbestos-containing building materials; therefore, no operations and maintenance programs or future inspections are required: Ralston Middle School. During the past year, asbestos containing building materials have been removed, encapsulated, or enclosed in the following buildings: Mockingbird kitchen storage. During the next year, we plan to conduct the following asbestos related activities at the following school building's removal of kitchen storage room floor tile at Mockingbird Elementary.

It is the intention of the Ralston Public School District to comply with all federal and state regulations controlling asbestos and to take whatever steps are necessary to ensure students and employees a healthy and safe environment in which to learn and work. You are welcome to review a copy of the asbestos management plan in the school district administrative office or administrative office of the school during regular business hours. Pat Flinn is our designed asbestos program coordinator, and all inquiries regarding the asbestos plan and asbestos-related issues should be directed to 402-898-3460.

HOMELESS CHILDREN AND YOUTH

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

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

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

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is Dianne Young who may be contacted at 402-898-3441.

PROTECTION OF STUDENT RIGHTS

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

STAFF QUALIFICATIONS

Notice to Parents
As a parent of a student in Ralston you have the right to know the professional qualifications of the classroom teacher who instructs your child or if there will be a change in staff for more than four weeks of student contact days. Under the Every Student Succeeds Act, federal law allows you to request certain information about your student's classroom teacher. The law also requires the district to give you this information in a timely manner upon request. Listed below is the information about which you have the right to know:

- *Whether the Nebraska Department of Education (NDE) licensed or endorsed your student's teacher for the grades and subjects taught.*

- *Whether NDE has decided that your student's teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.*

- *The teacher's college major; whether the teacher has any advanced degrees, and if so, the subject of the degrees. Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.*

Please contact the if you would like to receive any of this information at 402-331-4700.

FERPA Notification

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when they reach the age of 18 or attend a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth their view about the contested information.
- FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
    - School officials with legitimate educational interest;
    - Other schools to which a student is transferring;
    - Specified officials for audit or evaluation purposes;
    - Appropriate parties in connection with financial aid to a student;
    - Organizations conducting certain studies for or on behalf of the school;
    - Accrediting organizations;
    - To comply with a judicial order or lawfully issued subpoena;
    - Appropriate officials in cases of health and safety emergencies; and
    - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information, you may call 1-800-USA-LEARN (1-800-872-5327) (voice). Individuals who use TDD may use the Federal Relay Service.

Or you may contact us at the following address:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, D.C. 20202-8520

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district’s programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

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

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

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

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of t**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

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

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

> **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.7. The victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.7.1.1.1. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.1.2. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.1.3. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

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

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

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

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

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

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

2.7.2.2.1. The length of the relationship.

2.7.2.2.2. The type of relationship.

2.7.2.2.3. The frequency of interaction between the persons involved in the relationship.

2.7.3. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.7.4. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.7.4.1. fear for their safety or the safety of others; or

2.7.4.2. suffer substantial emotional distress.

2.8. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other

similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

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

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

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

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

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

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

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has

actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

4.3. **Emergency Removal.** Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district so removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

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

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

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

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

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

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative

report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they

may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

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

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

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

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

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

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

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

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

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

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the

other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

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

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

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

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

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to

completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

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

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

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

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether

remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

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

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

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

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

5.8.2.3. The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

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

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

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

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

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

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

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

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

7.2. **Classes and Extracurricular Activities.** The district may provide non-vocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

9.1. **Specific Circumstances**.

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

9.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

10. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

11. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

13. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

RALSTON PUBLIC SCHOOLS

Chromebook Usage Handbook



The policies, procedures, and information within this document apply to all computing devices used at Ralston Public Schools by students including any other device considered by the Administration to fall

under these policies.

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Chromebook Essentials

Receiving Your Chromebook

1. **Parent/Guardian Orientation**
   All parents/guardians are expected to attend registration and sign the *Ralston Public Schools Student Chromebook Agreement* before a device will be issued to their student.
2. **Distribution**
   Students will receive their Chromebook and related peripherals within the first two weeks of school. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.
3. **Transfer/New Student Distribution**
   All transfers/new students will be able to pick up their Chromebook from the school media center/technology office. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook. This will be done within student verification.

Returning Your Chromebook

1. **End of Year (grades 9-12)**
   Students returning to the district the next school year, will retain their Chromebook and all issued peripherals over the summer unless parents elect to return their student's device for the summer.
2. **Transferring/Withdrawing Students**
   Students who transfer out of or withdraw from the Ralston Public Schools must turn in their Chromebook and related peripherals to the media center/technology office on or before their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Ralston Public Schools must be paid prior to disenrollment from the district. The district may also file a report of stolen property with the Police Department.

RPS Chromebook Coverage Program

Ralston Public Schools offers the opportunity to participate in the optional RPS Chromebook Coverage Program designed to protect students and families from full financial responsibility for device repairs and/or replacement. The cost is $30.00/$15.00* (*reduced for students who qualify for Free/Reduced Lunch Program) **annually** for each Chromebook and it covers the summer months if parents/students elect to keep the Chromebook over the summer.

Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program. Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program. If a student withdraws from Ralston Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated. **Premiums are non-refundable.**

The program covers devices assigned to the student against accidental damage and/or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during orientation. Ralston Public Schools will require that a police report be submitted in cases of theft.

Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Total value of repairs or device replacement will be determined by RPS. The program will pay the amount of damage or replacement per the schedule of repairs listed below. Damage as a result of gross negligence or purposeful damage will not be covered under the RPS Chromebook Coverage Program. Parents/Guardians are responsible for 100% of damages due to gross negligence. The district reserves the right to discontinue participation for students with unusually high numbers of claims. Such discontinuation will be effective 30 days after notification to the student and parent/guardian.

Training
Students will receive training to address care and usage of the Chromebook as well as usage of their Google (@ralstonschools.org) account. Digital Citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the school media center/technology office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced.

General Precautions
- No food or drink should be next to your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks, not being used for an extended period of time, should be shut down in order to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks.
- Do not expose your Chromebook to extreme temperature or direct sunlight for extended periods of time. Extreme heat or cold may cause damage to the Chromebook.
- Always bring your Chromebook to room temperature prior to turning it on.

Device Protection
- Students and parents may decide to add additional protection for their Chromebooks by purchasing a hard protective case and/or sleeve from an outside source.

Carrying Chromebooks
- Always transport Chromebooks with care.
- Never lift Chromebooks by their screen.
- Never carry Chromebooks with the screen open.

Screen Care
- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.

- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, **dry** microfiber cloth or anti-static cloth. Do not clean screens with products containing ammonia or alcohol.

Using Your Chromebook

Students are expected to bring a fully charged Chromebook to school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

If a Student Does not Bring His/Her Chromebook to School

- Loaner devices may be available for students failing to bring their device to school.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the issued device.
- School personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- Staff will treat such occurrences as insubordination offenses, which may result in disciplinary action.
- If a loaner is not turned in at the end of the day, an administrator will be contacted and will work on retrieving the loaner.

Charging Chromebooks

- Chromebooks must be brought to school each day with a full charge.
- Students should charge their Chromebooks at home every evening.

Personalizing the Chromebook

- Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Ralston Public Schools. Spot checks for compliance will be done by administration, teachers, and technology support staff at any time.
- Students may add appropriate music, photos, and videos to their Chromebook. Personalized media are subject to inspection and must follow the Ralston Public Schools Internet Safety and Acceptable Use Policy.

Sound

- Sound should be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: http://www.google.com/cloudprint/learn/.

Logging into a Chromebook

- Students will log into their Chromebook using their school-issued Google (@ralstonschools.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Ralston Public Schools Technology Department reserves the right to disable your account.
- The student assigned to the Chromebook should be the only individual logging in to and using the device.

Using Your Chromebook Outside of School

- Students are encouraged to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the Ralston

Public Schools Acceptable Use Policy, Administrative Procedures, acceptable use agreement, and all other guidelines in this document wherever they use their Chromebook. Please note that some internet providers DO NOT work with Chromebook.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the District.

No Expectation of Privacy
Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The District may, without prior notice or consent, log, supervise, access, deny access to, view, monitor, and record use of the Chromebook at any time for any reason related to the operation of the District. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software
Teachers, school administrators, and the Technology Department staff may use monitoring software that allows them to view the screens and activity on the Chromebooks.

Updates
The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebook.

Virus Protection
Chromebook uses the principle of “defense in depth” to provide multiple layers of protection against viruses and malware, including data encryption and verified boot. There is no need for additional virus protection.

Content Filter
The District utilizes an Internet Content Filter that is in compliance with the federally-mandated Children’s Internet Protection Act (CIPA). All Chromebooks are filtered for inappropriate content and pass through the District’s filtering appliance when connected to the Internet regardless of the physical location (e.g., school, home, public WiFi). If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a helpdesk ticket to request the site be unblocked. Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.

Inspection
Students may be asked to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally-Installed Software
Chromebook software is delivered via the Chrome Web Store and/or Google Play. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.

All Chromebooks are supplied with the latest stable build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS may install updates when the computer is idle or restarted.

Google Apps for Education Accounts
Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, and Gmail within Ralston Public Schools.

Additional Apps and Extensions
Students are unable to install additional apps and extensions on the Chromebook other than what has been approved by the Ralston Public Schools.

Repairing or Replacing Your Chromebook

Tech Support
All Chromebook in need of repair must be brought to the school media center/technology office as soon as possible.

Accidental Damage or Loss Protection
As part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending participation in the RPS Chromebook Coverage Program. **Payment must be submitted by <u>September 1st</u> in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program.** Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program.

This program is designed to protect students and families from full financial responsibility for accidental damage or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during registration. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Parents/Students will be charged full replacement costs for any damages due to gross negligence or purposeful damage.

Chromebook Technical Support
The School Media Center/Technology Office will be the first point of contact for repair of the Chromebook. Services provided include:

- Password identification
- User account support
- Distribution of replacement Chromebook
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default

- System software updates

Chromebook Being Repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the loaned device.
- Chromebook on loan to students having their devices repaired may be taken home.
- The media center/technology staff will contact students when their devices are repaired and available to be picked up.
- In order to pick up their school-issued device, students must return the previously loaned device and pay any fees associated with the repairs.

RPS STUDENT COMPUTING DEVICE COVERAGE PROGRAM

As part of the Student Computing Device initiative at Ralston Public Schools, the School District is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Student Computing Device to your student. Under this agreement, the Student Computing Devices are protected against accidental damage if participating in the RPS Student Computing Device Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Student Computing Device and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Student Computing Device loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Schedule of Repair Costs

Description	*Without Device Coverage Cost*	*RPS Device Coverage Program Participant Cost*
Device Replacement	*$330*	*$165*
Motherboard(device replacement)	*$330*	*$165*
Keyboard	*$80*	*$40*
Battery	*$50*	*$25*
LCD Panel	*$90*	*$45*
AC Power Adapter w/ Cord	*$45*	*$23*
Top Cover	*$50*	*$25*
Bottom Base	*$60*	*$30*
Bezel	*$40*	*$20*
Camera	*$30*	*$15*
LCD Back Cover	*$40*	*$20*
Asset Tag	*$5*	*$5*

Policies and Appropriate Use

Appropriate Uses and Digital Citizenship
School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.

2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Respect Intellectual Property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Ralston Public Schools Internet Safety and Acceptable Use Policy
Ralston Public Schools Internet Access is to be used only for classroom-related activities. This policy applies when using either school equipment or personal equipment on the district network. The administration reserves the right to refuse access to the Internet by Ralston Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers/Internet
Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Students at Ralston Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)
Minors or adults shall:
1. Not access material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for education.
2. Not use Ralston Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Ralston Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Ralston Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Ralston Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Agreement Violations
Any violation of this agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the RalstonPublic Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Student Handbook form.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
    - As a safety precaution, full names or addresses are not to be revealed online.
    - Computer and network resources have been provided for educational purposes; game-playing and commercial uses are prohibited.
    - Sharing of individual accounts is prohibited.
    - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel.
    - Chain letters and inter-relay chat are misuses of the system.
    - Vandalism or "hacking" of any kind is prohibited.
    - The security of the system and the rights of other users are to be respected at all times.
- Students who knowingly violate the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Ralston Public Schools and/or civil authorities.
    - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Ralston Public Schools harmless from any claims or damages arising from such use. Ralston Public Schools makes no warranties for the information or the services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity.
- Plagiarism is a violation of the Ralston Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Email

- Students in need of email for academic reasons will only be allowed email access through an address assigned by the district. This email access will be through a Google Gmail system managed by the Ralston Public Schools. This email system is monitored by the Ralston Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Email is subject to inspection at any time by school administration.

Discipline Consequences

- The student to whom a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or the Ralston Public Schools' Student Internet and Computer Access Policy (#5037), will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Ralston Public Schools Technology Department to ensure appropriate use. The Ralston Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Summer Chromebook Use

Ralston Public School students returning to the district the next school year will retain their Chromebook and all issued peripherals during the summer unless parents elect to return their student's device for the summer. By keeping Chromebook during the summer months, parents and students understand that the use of the Chromebook falls under the Ralston Public Schools Student Internet and Computer Access Policy (#5037) Additionally, parents and students who have enrolled in the RPS Chromebook Coverage Program will be covered during the summer months. Parents and students further understand that if a student transfers out of the Ralston Public Schools, they are responsible for returning their Chromebook to Ralston Public Schools immediately. Failure to return the Chromebook will result in criminal charges being filed for stolen property.

CHROMEBOOK USAGE HANDBOOK
RECEIPT OF NOTIFICATION AND UNDERSTANDING

(Note: Students and parents can now fill out this form online.)

The Ralston Public Schools Student Acceptable Use Agreement (AUA) is on the next page of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Ralston Public Schools regarding the use of computers and the Internet in the Ralston Public Schools.

Additionally, as part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Chromebook to your student. Under this agreement, the Chromebooks are protected against accidental damage if participating in the RPS Chromebook Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Chromebook loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Please check one of the following options:

SELECTION	DESCRIPTION OF OPTION
	Option 1: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **Additionally, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $30, $15 if student is free/reduced lunch status.**
	Option 2: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to participate in the optional RPS Chromebook Coverage Program and understand that I am responsible for 100% of all damages.**
	Option 3: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to have my student issued a Chromebook to take home.** *(PLEASE NOTE: If you choose this option, students will be assigned a Chromebook for daily use at school and may be held responsible for 100% of damages as a result of gross negligence or purposeful damage).*
	If Option 3 above is chosen, parents/guardians may still elect to enroll in the RPS Chromebook Coverage Program. ☐ **While I do not wish to have my student issued a Chromebook to take home, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $30.**

_____

_____

Print Full Student Name **Grade**

_____

_____

Student Signature (REQUIRED) **Date**

_____

_____

Parent/Guardian Signature (REQUIRED) **Date**

RPS Acceptable Use Agreement (AUA)

Ralston Public Schools Internet Access is to be used only for classroom related activities. This agreement applies when using either school equipment or personal equipment on the district network.

This Acceptable Use Agreement (AUA) outlines the appropriate use of RPS's technology resources and services during and after school hours. By signing this form, students are indicating that they understand and agree to abide by the guidelines written below.

RPS network, technology resources and Internet access are school resources and use of them is considered a privilege. Therefore, violation of this AUA will result in the loss of this privilege and/or other appropriate discipline actions according to division-level policies. These actions may include written warnings, withdrawal of access privileges, and in extreme cases, suspension, expulsion or termination of privileges.

Compliance with Law and Use of Computers/Internet
Users of Ralston Public Schools technology will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Safety and Security:

- I will not attempt to access material that is obscene, pornographic, harmful to others, or otherwise inappropriate for education.
- I understand that passwords are private and should not be shared with others. I will not allow others to use my account name or password, or try to use that of others.
- I will not attempt to engage in hacking or attempts to bypass security settings or interfere with the operation of the RPS network in any way.
- I will use RPS network and technology resources productively and responsibly for school-related purposes.
- I will maintain the setup of RPS devices as they were when I received them.
- I will record or share image or audio files only when I have obtained permission from my teacher, media specialist or administrator. I will not use cameras in restrooms, locker rooms, or dressing rooms, regardless of intent.
- I will not use RPS network and technology resources to access, display, create or communicate material that is illegal, obscene, destructive, harassing, threatening, hateful or otherwise offensive. I am responsible for not pursuing or sending material that could be considered objectionable or harmful to myself or others.
- I will be responsible for all of my digital files, including backing up files not already stored in the cloud.

Digital Citizenship

- I will use technology in such a way that does not disrupt the educational environment. This includes setting all of my devices on "mute" or "vibrate" unless permission is obtained from the teacher, media specialist or administrator.
- I will be thoughtful and polite and use appropriate language in my digital communication, as determined by school administrators.
- I will follow appropriate guidelines when publishing work online (e.g. to a website, blog, wiki, discussion board, podcasting or video server).
- I will respect the intellectual property rights of others. I will obey copyright guidelines and avoid plagiarizing others' work or ideas.
- I understand that I am an ambassador for the school/District in all of my online activities, which should not reflect negatively on my school/District. I will not post personal or embarrassing information about other students, employees, members of the RPS community or myself.

Expectations of Privacy
The computer system, including email and Internet, is the property of the Ralston Public School District. RPS relies on a combination of self-hosted, externally hosted, and cloud-based services. These services are primarily intended for educational and business use and are subject to monitoring at any time. Although RPS does not routinely check communications or files, it has the right to review, audit, and disclose all matters sent over or stored on the system. As a result, members of the RPS community should recognize that there is no reasonable expectation of privacy when using the computer system.

Respecting and Protecting Intellectual Properties
The increasing use of technology and multimedia at RPS presents a wonderful opportunity for students and teachers to share what they do with others at RPS. The presentations, photos, video and audio of classes, field trips and school events are often shared electronically through web-based resources. Sometimes, students and parents buy or receive copies of school events on media, such as CDs or DVDs. The instinct to share achievements is understandable, but these files are for private use only. Any sharing of these materials within the RPS Google domain is prohibited.

Agreement Violations
Any violation of the agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Ralston Public Schools, including applicable State and Federal laws.

Users of Ralston Public Schools technology shall be granted permission to access the Internet upon receipt of the signed Acceptable Use Agreement Signature Form available from your building administrator or media specialist.

Details and definitions of the full Ralston Public Schools Student Internet and Computer Access Policy (5037) can be reviewed on the
Ralston Public Schools webpage.

MATTHEW L. BLOMSTEDT, PH.D., COMMISSIONER
TEL 402.471.2295
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P.O. Box 94987
Lincoln, NE 68509-4987
education.ne.gov

June 9, 2022

Administrator
Ralston Public Schools
8545 Park Dr
Ralston, NE 68127

RE: 2022/2023 Accreditation

Dear Administrator,

On June 3, 2022, the State Board of Education voted to grant accreditation to Ralston Public Schools for the period July 1, 2022, through June 30, 2023. This action is based upon records indicating that Ralston Public Schools operated in compliance with Title 92, *Nebraska Administrative Code*, Chapter 10 (Rule 10), *Regulations and Procedures for the Accreditation of Schools*. This action confers upon your school system the legal right to fulfill provisions of the compulsory education law.

We have appreciated the cooperation you have extended to us during the past year in the continued efforts to provide a quality education to Nebraska students.

Sincerely,

Michelle R. Charf – Ed. D
Accreditation Section Director
Office of Accountability, Accreditation, and Program Approval
Nebraska Department of Education

Certificate of Accreditation

The Nebraska Department of Education

Recognizes

Ralston Public Schools

AS AN ACCREDITED SCHOOL
FOR THE SCHOOL YEAR 2022-2023

BY THE OFFICIAL ACTION OF THE STATE BOARD OF EDUCATION

Matthew L. Blomstedt, Ph.D.
Commissioner of Education

Deborah A. Frison, Ed.D.
Deputy Commissioner of Education

May 2022 Events:

Free breakfast was provided for all students testing at RHS on Saturday, May 7. About 10 students participated.

Voting was held online for the elementary Kid Culinary, and the winner was Lily Kalisch from Mockingbird. All the kids did a great job. Their videos are still on the school lunch page of the district website under Kid Culinary. Voting is turned off, but you can watch the videos.

A second Parent Advisory Committee meeting was held for the 21/22 year, and summer plans were reviewed.

We fed students and staff at the 5th and 6th grade Track and Field Day, and that was a fun day.

Judy supported RHS students at the HOL reception at the Ralston Arena. It is good to have these events back for the kids.

Kitchen manager training – We played a "Chopped" competition, and split the kitchen managers into three teams. Judges were Liz Kumru, Katy Core, and Mike Rupprect and all had a good time.
Total foodservice training time: 12 hours







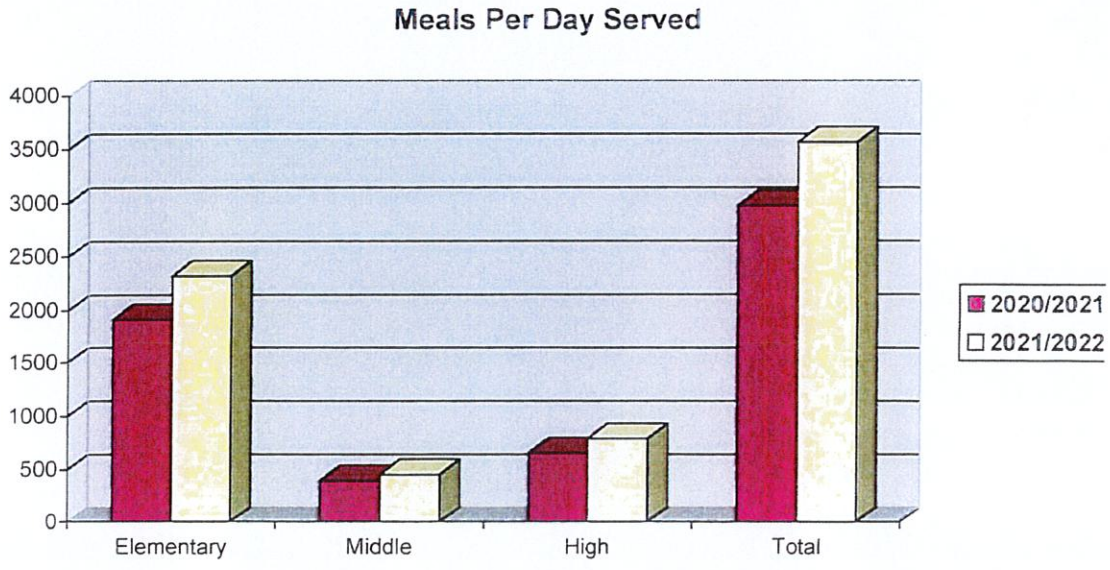


Ralston Public Schools
Monthly Administrative Update
Food Service – May, 2022

RPS Revenue		
Cash Sales	Breakfast	
	Lunch	
	Student Ala Carte	$12,449
	Adult Ala Carte	$127
Reimbursements	Summer Breakfast	$61,723
	Summer Lunch	$202,402
	Snacks	$1674
	Total Reimbursement	$278,375
RPS Expenses	District Labor	$65,000
	District Operating Costs	$96
	Sodexo	$143,926
	Total	$209,022
	Credit for Commodities Received	$312
	Total Expenses	$208,710
RPS		**$69,665**

	21/22 TOTAL MEALS SERVED	21/22 MEALS PER DAY	20/21 TOTAL MEALS SERVED	20/21 MEALS PER DAY
Elementary				
Breakfast	17,925	943	15,157	758
Lunch	26,163	1377	23,157	1158
RMS				
Breakfast	1470	77	1347	67
Lunch	7194	379	6694	335
RHS				
Breakfast	4185	220	3498	175
Lunch	10,814	569	9632	482
RPS Total				
Breakfast	23,580	1240	20,002	1000
Lunch	44,171	2325	39,483	1974

RPS Free/Reduced
May, 2022
53.4%



Bill Review Schedule for 2022

January 10
Jay
Mary

February 14
Samantha
Merv

March 14
Robin
Liz

April 11
Mary
Samantha

May 9
Merv
Liz

June 13
Robin
Jay

July 11
Mary
Samantha

August 8
Jay
Liz

September 12
Samantha
Merv

October 10
Robin
Liz

November 14
Mary
Jay

December 12
Robin
Merv